



AGENDA

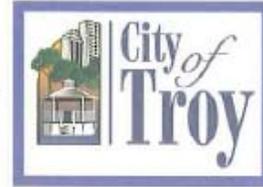
Regular Meeting of the

CITY COUNCIL OF THE CITY OF TROY

APRIL 19, 2010
CONVENING AT 7:30 P.M.

Submitted By
The City Manager

NOTICE: Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3316 or via e-mail at clerk@troymi.gov at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



TO: The Honorable Mayor and City Council
Troy, Michigan

FROM: John Szerlag, City Manager

SUBJECT: Background Information and Reports

Ladies and Gentlemen:

This booklet provides a summary of the many reports, communications and recommendations that accompany your Agenda. Also included are suggested or requested resolutions and/or ordinances for your consideration and possible amendment and adoption.

Supporting materials transmitted with this Agenda have been prepared by department directors and staff members. I am indebted to them for their efforts to provide insight and professional advice for your consideration.

As always, we are happy to provide such added information as your deliberations may require.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Szerlag". The signature is fluid and cursive.

John Szerlag, City Manager

MEMBERS OF THE PUBLIC AND VISITORS

(City Council Rules of Procedure – Rule 16)

Any person not a member of the City Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry or comment. *City Council requests that if you do have a question or concern, to bring it to the attention of the appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council*

- Petitioners shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to five (5) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to five minutes to address Postponed, Regular Business or Consent Agenda items or any other item as permitted under the Open Meetings Act during the Public Comment portion of the agenda.
- City Council may waive the requirements of this section by a majority of the City Council members.
- City Council may wish to schedule a Special Meeting for Agenda items that are related to topics where there is significant public input anticipated.
- Through a request of the Chair and a majority vote of City Council, public Comment may be limited when there are fifteen (15) or more people signed up to speak either on a Public Hearing item or for the Public Comment period of the agenda.



**CITY COUNCIL
AGENDA**
April 19, 2010 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

INVOCATION: Bishop Jared Palmer – The Church of Jesus Christ of Latter-day Saints **1**

PLEDGE OF ALLEGIANCE **1**

A. CALL TO ORDER: **1**

B. ROLL CALL: **1**

C. CERTIFICATES OF RECOGNITION: **1**

C-1 Presentations: 1

(a) On behalf of the City of Troy Employees' Casual for a Cause Program for the months of January and February 2010, Community Affairs Director Cindy Stewart will present a check in the amount of \$1,018.00 to Alternatives for Girls. 1

D. CARRYOVER ITEMS: **1**

D-1 No Carryover Items 1

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INVOCATION: Bishop Jared Palmer – The Church of Jesus Christ of Latter-day Saints

PLEDGE OF ALLEGIANCE

A. CALL TO ORDER:

B. ROLL CALL:

- (a) Mayor Louise E. Schilling
Robin Beltramini
Mayor Pro Tem Wade Fleming
Martin Howrylak
Mary Kerwin
Maureen McGinnis
Dane Slater

- (b) Absent Council Members:

Suggested Resolution

Resolution #2010-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of Monday, April 19, 2010 and the Closed Session of Monday, April 19, 2010 due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION:

C-1 Presentations:

- (a) On behalf of the City of Troy Employees' Casual for a Cause Program for the months of January and February 2010, Community Affairs Director Cindy Stewart will present a check in the amount of \$1,018.00 to Alternatives for Girls.

D. CARRYOVER ITEMS:

- D-1 No Carryover Items**

E. PUBLIC HEARINGS:

- E-1 Zoning Ordinance Text Amendment (File Number ZOTA 242) – Agricultural Uses in R-1A through R-1E (One Family Residential) Zoning Districts**

Suggested Resolution

Resolution #2010-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AMENDS** Articles 4, 10 and 40 of the City of Troy Zoning Ordinance, pertaining to the regulation of agricultural uses in the R-1A through R-1E One Family Residential Zoning Districts, to read as written in the proposed Zoning Ordinance Text Amendment (ZOTA 242), City Council Public Hearing Draft, as recommended by the Planning Commission.

Yes:

No:

E-2 Re-programming Community Development Block Grant (CDBG) Program Year 2007 Funds

Suggested Resolution

Resolution #2010-04-

Moved by

Seconded by

WHEREAS, The Troy City Council, after conclusion of a Public Hearing on this date, April 19, 2010 has determined that program year 2007 unexpended funds of \$92,641.00, should be re-programmed from Flood Drain Improvements to the Section 36 Park Improvement Project #36-100-035;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **ADDS** the Section 36 Park Improvement Project #36-100-035 to the list of CDBG projects for program year 2007.

Yes:

No:

F. PUBLIC COMMENT:

In accordance with the Rules of Procedure of the City Council, Article 16 – Members of the Public and Visitors

Any person not a member of the City Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry or comment. *City Council requests that if you do have a question or concern, to bring it to the attention of the appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.*

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- City Council may waive the requirements of this section by a majority of the City Council members.

- City Council may wish to schedule a Special Meeting for Agenda items that are related to topics where there is significant public input anticipated.
- Through a request of the Chair and a majority vote of City Council, public Comment may be limited when there are fifteen (15) or more people signed up to speak either on a Public Hearing item or for the Public Comment period of the agenda.

G. POSTPONED ITEMS:

G-1 No Postponed Items

H. REGULAR BUSINESS:

H-1 Appointments to Boards and Committees: None Scheduled

H-2 Nominations for Appointments to Boards and Committees: None Scheduled

H-3 Bid Waiver – Neptune Water Meters and Parts

Suggested Resolution

Resolution #2010-04-

Moved by

Seconded by

WHEREAS, The City of Troy has been using Neptune water meters for over 20 years;

WHEREAS, A contract to supply Neptune meters through SLC Meter Service, Inc., the previous Michigan Neptune distributor expired 12/31/09;

WHEREAS, Rio Supply Michigan Meter, Inc., the newly authorized sole Neptune distributor for Michigan, has offered a three-year contract for new water meters; and

WHEREAS, Oakland County has extended the use of their current contract for the purchase of water meter replacement parts through the Oakland County Cooperative Purchasing Program;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DEEMS** it to be in the City's best interest to **WAIVE** formal bidding procedures and hereby **AUTHORIZES** and **APPROVES** a contract to purchase new Neptune water meters from the sole Michigan distributor, Rio Supply Michigan Meter, Inc. of Madison Heights, MI, at prices as contained in Attachment A for years 2010 and 2011 with a 3% increase in year 2012, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase Neptune water meter parts from Rio Supply Michigan Meter Inc, of Madison Heights, MI through the Oakland County Cooperative Purchasing Program.

Yes:

No:

H-4 Proposed Troy City Code Ordinance Amendment to Add New Provisions Relating to Commercial Motor Carriers – Chapter 106 – Traffic

Suggested Resolution

Resolution #2010-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **ADOPTS** an ordinance to amend Chapter 106, Traffic, of the Troy City Code to add new provisions relating to commercial motor carriers by adding Section 11, including Sections 11.1 to 11.18 and Section 12, including Sections 12.1 to 12.20, as recommended by the City Attorney and City Management, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I. CONSENT AGENDA:

I-1a Approval of “I” Items NOT Removed for Discussion

Suggested Resolution

Resolution #2010-04-

Moved by

Seconded by

RESOLVED, That all items as presented on the Consent Agenda are hereby **APPROVED** as presented with the exception of Item(s) _____, which **SHALL BE CONSIDERED** after Consent Agenda (I) items, as printed.

Yes:

No:

I-1b Address of “I” Items Removed for Discussion by City Council

I-2 Approval of City Council Minutes

Suggested Resolution

Resolution #2010-04-

RESOLVED, That Troy City Council hereby **APPROVES** the Minutes of the 7:30 PM Regular City Council Meeting of April 5, 2010 as submitted.

I-3 No Proposed City of Troy Proclamations

I-4 Standard Purchasing Resolutions:**a) Standard Purchasing Resolution 1: Award to Low Bidder – Rough Weed Mowing Services**

Suggested Resolution
Resolution #2010-04-

RESOLVED, That Troy City Council hereby **AWARDS** a three-year contract for the Streets Department rough weed mowing services with an option to renew for two (2) additional years to the low total bidder, Cal Fleming Landscaping and Tree Service, Inc. of Roseville, MI, at unit prices contained in the bid tabulation opened on March 31, 2010, which includes Proposal B – the optional service of line trimming as needed with the contract expiring December 31, 2012, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of properly executed bid and contract documents, including insurance certificates and all other specified requirements.

b) Standard Purchasing Resolution 1: Bid Award – Low Bidders – Fertilization Services at Sylvan Glen and Sanctuary Lake Golf Courses

Suggested Resolution
Resolution #2010-04-

RESOLVED, That Troy City Council hereby **AWARDS** contracts to furnish all materials, equipment, and labor for one-year requirements of fertilization services at Sylvan Glen and Sanctuary Lake Golf Courses with an option to renew for one (1) additional year to the lowest bidders, Tri-Turf of Farmington Hills, MI, and Great Lakes Turf, LLC of Grand Rapids, MI, at unit prices contained in the bid tabulation opened March 18, 2010, with contracts expiring December 31, 2010; and

BE IT FURTHER RESOLVED, That the awards are **CONTINGENT** upon submission of properly executed bid and contract documents including insurance certificates and all other specified requirements.

c) Standard Purchasing Resolution 3: Exercise Renewal Option - Topsoil

Suggested Resolution
Resolution #2010-04-

WHEREAS, On June 2, 2008, Troy City Council awarded a two-year contract for topsoil with an option to renew for one (1) additional year to the low bidder, Sterling Topsoil and Grading, Inc. of Fraser, MI (Resolution #2008-06-184-F-4b); and

WHEREAS, Sterling Topsoil and Grading, Inc. has agreed to exercise the option to renew the contract for one (1) additional year under the same prices, terms, and conditions;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **EXERCISES** the option to renew the contract for topsoil with Sterling Topsoil and Grading, Inc. of Fraser, MI, for an estimated total cost of \$20,000.00 at unit prices contained in the bid tabulation opened May 14, 2008, with the contract expiring May 31, 2011.

d) Standard Purchasing Resolution 3: Exercise Renewal Option – Concrete Pavement Repair

Suggested Resolution
Resolution #2010-04-

WHEREAS, On August 17, 2009, Troy City Council awarded contracts for concrete pavement repair with an option to renew for two (2) additional one-year periods to the four lowest total bidders: Hard Rock Concrete, Inc. of Westland for proposal A, Local Roads; Dominic Gaglio Construction, Inc. of Southgate for proposal B, Industrial Roads; Major Cement Company of Detroit, for proposal C, Major Roads; and Dilisio Contracting, Inc. of Clinton Township for proposal D, Tri-Party County Roads (Resolution #2009-08-250-F-4c);

WHEREAS, Hard Rock Concrete, Inc., Dominic Gaglio Construction, Inc., Major Cement Company, and Dilisio Contracting, Inc. have agreed to exercise the first option to renew for one (1) additional year under the same prices, terms, and conditions;

WHEREAS, Hard Rock Concrete, Inc., Dominic Gaglio Construction, Inc., Major Cement Company, and Dilisio Contracting, Inc. have also agreed to pay for overtime incurred by City of Troy inspectors for any inspections that fall outside the normal eight (8) hour work day at the rate of \$50.00 per hour; and

WHEREAS, The Tri Party County Road agreement will be contingent upon the County's terms and approval;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **EXERCISES** and **APPROVES** the first one-year renewal period to contract for concrete pavement repair with Hard Rock Concrete, Inc. of Westland, MI; Dominic Gaglio Construction, Inc. of Southgate, MI; Major Cement Company of Detroit, MI; and Dilisio Contracting, Inc. of Clinton Township, MI, at unit prices contained in the bid tabulation opened July 29, 2009, not to exceed amounts budgeted, with contracts expiring June 30, 2011.

e) Standard Purchasing Resolution 4: AEPA Cooperative Contract – Copiers

Suggested Resolution
Resolution #2010-04-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to provide copiers from Konica Minolta Business Solutions USA, Inc. on an ongoing basis through the Association of Educational Purchasing Agencies (AEPA) Cooperative Contract IFB #009-D established by the AEPA bid process and Oakland Schools contract #09-0036 under the same pricing structure, terms, and conditions, which expires February 28, 2011, with any copier agreement executed by then extending for a period of two additional twelve (12) month periods at an estimated savings of \$55,000.00 over the next four (4) years.

f) Standard Purchasing Resolution 11: Rejection of Bids – Troy Daze Electrical Services

Suggested Resolution
Resolution #2010-04-

RESOLVED, That Troy City Council hereby **REJECTS** all bid proposals for ITB-COT 10-07, Electrical Services for the 2010 Troy Daze Festival opened March 2, 2010, as the festival has been cancelled indefinitely.

g) Standard Purchasing Resolution 11: Rejection of Bids – Troy Daze Tent Rentals

Suggested Resolution
Resolution #2010-04-

RESOLVED, That Troy City Council hereby **REJECTS** all bid proposals for ITB-COT 10-06, rental of tents and sidewalls for the 2010 Troy Daze Festival opened February 25, 2010, as the festival has been cancelled indefinitely.

h) Standard Purchasing Resolution 10: Travel Authorization and Approval to Expend Funds for Council Member Travel Expenses – National League of Cities – Finance, Administration and Intergovernmental Relations (FAIR) Steering Committee Spring Meeting

Suggested Resolution
Resolution #2010-04-

RESOLVED, That Troy City Council hereby **AUTHORIZES** Council Member Robin Beltramini to attend the NLC - FAIR Steering Committee's spring meeting from May 19 – 21, 2010 in Washington, DC, in accordance with accounting procedures of the City of Troy.

I-5 Rescind Bid Award: Troy Daze Festival - Fireworks

Suggested Resolution
Resolution #2010-04-

WHEREAS, On May 12, 2008, Troy City Council awarded a contract to provide three-year requirements of fireworks display for the Troy Daze Festival for years, 2008, 2009 and 2010 to the highest rated bidder, Mad Bomber Fireworks Productions of Kingsbury, IN (Resolution # 2008-05-154-F4a); and

WHEREAS, On April 5, 2010, Troy City Council determined it to be in the best interest of the Troy residents to cancel the Troy Daze Festival indefinitely (Resolution #2010-04-078 Item H-8);

THEREFORE BE IT RESOLVED, That Troy City Council hereby **RESCINDS** the contract with Mad Bomber Fireworks Productions to provide fireworks display at the 2010 Troy Daze Festival.

I-6 Rescind Bid Award: Troy Daze Festival – Amusement RidesSuggested Resolution
Resolution #2010-04-

WHEREAS, On April 7, 2008, Troy City Council awarded a contract to provide three-year requirements of amusement rides for the Troy Daze Festival for years, 2008, 2009 and 2010 to the sole bidder, Arnold Amusements, Inc. of Traverse City, MI (Resolution # 2008-04-120-F4h); and

WHEREAS, On April 5, 2010, Troy City Council determined it to be in the best interest of the Troy residents to cancel the Troy Daze Festival indefinitely (Resolution #2010-04-078 Item H-8);

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **RESCINDS** the contract with Arnold Amusements, Inc. to provide amusement rides at the 2010 Troy Daze Festival.

I-7 Rescind Bid Award: Troy Daze Festival – Parking ServicesSuggested Resolution
Resolution #2010-04-

WHEREAS, On August 25, 2008, Troy City Council approved a contract to provide three-year requirements of parking services for the Troy Daze Festival for years, 2008, 2009 and 2010 with the Troy Police Explorers Post 1950 (Resolution # 2008-08-270-F11); and

WHEREAS, On April 5, 2010, Troy City Council determined it to be in the best interest of the Troy residents to cancel the Troy Daze Festival indefinitely (Resolution #2010-04-078 Item H-8);

THEREFORE BE IT RESOLVED, That Troy City Council hereby **RESCINDS** the contract with the Troy Police Explorers Post 1950 to provide parking services at the 2010 Troy Daze Festival.

I-8 Authorization to Request Reimbursement – Oakland County West Nile Virus FundSuggested Resolution
Resolution #2010-04-

RESOLVED, That Troy City Council hereby **AUTHORIZES** the Parks and Recreation Department to seek reimbursement for an amount not to exceed \$18,034.74, from Oakland County's West Nile Virus Fund for the expenditures incurred while instituting proactive public health measures used to reduce the population of mosquitoes in the environment.

I-9 City of Troy v. Troywood Shops

Suggested Resolution
Resolution #2010-04-

RESOLVED, That Troy City Council hereby **APPROVES** the proposed Consent Judgment in the condemnation case of *City of Troy v. Troywood Shops* (Oakland County Circuit Court Case No. 09-097976-CC), and hereby **AUTHORIZES** payment in the amounts stated therein; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City Attorney's Office to execute the document on behalf of the City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

I-10 City of Troy v. Midwest Master Investment

Suggested Resolution
Resolution #2010-04-

RESOLVED, That Troy City Council **APPROVES** the proposed Consent Judgment in the condemnation case of *City of Troy v Midwest Master Investment* (Oakland County Circuit Court Case No. 09-097981-CC), and hereby **AUTHORIZES** payment in the amounts stated therein; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City Attorney's Office to execute the document on behalf of the City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

I-11 City of Troy v. Diajeff, LLC, et al

Suggested Resolution
Resolution #2010-04-

RESOLVED, That Troy City Council hereby **APPROVES** the proposed Consent Judgment in the condemnation case of *City of Troy v Diajeff, LLC, et al*, (Oakland County Circuit Court Case No. 09-097973-CC), and hereby **AUTHORIZES** payment in the amounts stated therein; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City Attorney's Office to execute the document on behalf of the City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

I-12 City of Troy v. Old Troy, LLC, et al

Suggested Resolution
Resolution #2010-04-

RESOLVED, That Troy City Council hereby **APPROVES** the proposed Consent Judgment in the condemnation case of *City of Troy v Old Troy, LLC, et al*, (Oakland County Circuit Court

Case No. 09-097980-CC), and hereby **AUTHORIZES** payment in the amounts stated therein;
and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City Attorney's Office to execute the document on behalf of the City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

J-1 Announcement of Public Hearings: None Submitted

J-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted

K. COUNCIL REFERRALS:

Items Advanced to the City Manager by Individual City Council Members for Placement on the Agenda

K-1 No Council Referrals Advanced

L. COUNCIL COMMENTS

L-1 No Council Comments Advanced

M. REPORTS

M-1 Minutes – Boards and Committees:

- (a)** Personnel Board/Final – June 2, 2008
 - (b)** Historic District Study Committee/Final – February 2, 2010
 - (c)** Building Code Board of Appeals/Final – February 3, 2010
 - (d)** Personnel Board/Draft – April 5, 2010
-

M-2 Department Reports:

- (a)** Finance Department – City Council Expense Report – March 2010
 - (b)** Building Department – Permits Issued – March 2010
-

M-3 Letters of Appreciation:

- (a)** Letter of Thanks to Police Department from Kathryn Brodt Regarding Response to Fire at American House
-

M-4 Proposed Proclamations/Resolutions from Other Organizations:

- (a)** Oakland County Community Mental Health Authority – Mental Health Month – May 2010
 - (b)** Village of Beverly Hills Resolution Calling on Representatives in Lansing and Washington to Protect State and Federal Funding for Michigan Roads and Bridges
 - (c)** Oakland County Board of Commissioners Resolution #10045 – Tri-Party Road Improvement Program – Amendment to Resolution #09221 and Committee Process
-

M-5 Troy Youth Assistance Board Meeting Minutes – March 18, 2010

M-6 Communication from Consumers Energy Regarding Incentive Check in the Amount of \$3,800.00 for Participation in the Consumers Energy Business Solutions Program

M-7 Communication from the State of Michigan Public Service Commission Regarding Notice of Hearing for the Electric Customers of The Detroit Edison Company – Case No. U-15677-R

M-8 Communication from City Clerk Tonni Bartholomew Regarding the Recent Enactment of State Election Law Amendment Impacting Local Candidate Filing Deadline Reference in the Troy City Charter

M-9 Communication from United States Postal Service Regarding Site Disposal/Development of Troy Main Post Office Building at 2844 Livernois

N. STUDY ITEMS

N-1 No Study Items Submitted

O. CLOSED SESSION:

O-1 Closed Session

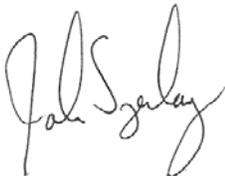
Suggested Resolution
Resolution #2010-04-
Moved by
Seconded by

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL15.268 (e) Pending Litigation – *Troy v. Lukich Realty, LLC* and *Troy v. Firas I. Ibrahim and Reeta Ibrahim*.

Yes:
No:

P. ADJOURNMENT

Respectfully submitted,



John Szerlag, City Manager

SCHEDULED CITY COUNCIL MEETINGS:

Tuesday, April 20, 2010 (7 PM).....Special Study Session – Restructuring
Monday, April 26, 2010Special Study Session – Budget
Monday, May 3, 2010.....Special Study Session – Budget
Monday, May 10, 2010.....Regular City Council
Monday, May 17, 2010.....Regular City Council
Monday, June 7, 2010.....Regular City Council
Monday, June 21, 2010.....Regular City Council
Monday, July 12, 2010Regular City Council
Monday, July 26, 2010Regular City Council
Monday, August 9, 2010Regular City Council
Monday, August 23, 2010Regular City Council



CITY COUNCIL ACTION REPORT

DATE: April 13, 2010

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Acting Assistant City Manager/Economic Development Services
R. Brent Savidant, Acting Planning Director

SUBJECT: Public Hearing – Zoning Ordinance Text Amendment (File Number ZOTA 242) –
Agricultural Uses in R-1A through R-1E (One Family Residential) Districts

The Planning Commission considered this item at the March 9, 2010 Regular meeting and recommended approval of the proposed amendment.

Agricultural uses are permitted by right in Troy in the R-1A through R-1E districts, on parcels that are greater than 5 acres in size and not located within a platted subdivision.

In the recent case of Papadelis v. City of Troy, the Michigan Court of Appeals held that the City's residential zoning regulations for accessory buildings did not apply to buildings used for agricultural purposes. Although this is an unpublished decision, the case did highlight some areas of our accessory building ordinance provisions that could be improved. The proposed amendment clarifies the types and sizes of agricultural accessory buildings that can be constructed on residential property. In addition, the proposed amendment makes it clear that agricultural accessory buildings are subject to site plan approval. The proposed amendment also makes it clear that agricultural uses are permitted only when there are five contiguous acres of property on a single parcel. Without this amendment, any person who owned more than five acres of property in the City on separate parcels could use each individual parcel for agricultural purposes, even if the parcels were too small to support agricultural use.

The minutes reflect that there were two dissenting votes at the Planning Commission meeting. These individuals were concerned about total preclusion of farms in the City of Troy. However, this proposed amendment would allow for a large agricultural building that is proportional to the size of the property. Furthermore, applicants can seek relief from any Zoning Ordinance provision by requesting a variance from the Board of Zoning Appeals.

Approved as to form and legality:

Lori Grigg Bluhm, City Attorney

Attachments:

1. ZOTA 242
2. March 9, 2010 Planning Commission minutes

Prepared by RBS

CITY OF TROY

AN ORDINANCE TO AMEND
CHAPTER 39 OF THE CODE
OF THE CITY OF TROY
CITY COUNCIL PUBLIC HEARING DRAFT

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 39, Zoning Ordinance, of the Code of the City of Troy.

Section 2. Amendment

Chapter 39 of the Code of the City of Troy is amended as follows

Amend Section 04.20.05 and add section 04.20.06 to read as follows:

04.20.00 DEFINITIONS

04.20.05 AGRICULTURE: Farms and general farming, including horticulture, floriculture, dairying, livestock, and poultry raising, farm forestry, and other similar enterprises or uses. ~~but no~~ No farms shall be operated as piggeries, or for the disposal of garbage, sewage, rubbish, offal or rendering plants, or for the slaughtering of animals except such animals as have been raised on the premises or have been maintained on the premises for at least a period of one year immediately prior thereto and for the use and consumption of the person residing on the premises.

04.20.06 AGRICULTURAL BUILDING : Any structure used for agriculture as defined by this ordinance, whether the principal use of the property is residential, agriculture or some other use.

Amend Section 10.20.02 to read as follows:

10.20.00 PRINCIPAL USES PERMITTED

In a One-Family Residential District (R-1A through R-1E) no building or land shall be used and no building shall be erected except for one or more of the following specified uses, unless otherwise provided in this Chapter.

10.20.02 Agriculture on ~~these parcels~~ a single parcel of land separately owned and outside the boundaries of either a proprietary or supervisor's plat, which has ~~having an area of at least~~ not less than five (5) acres.; ~~all~~ subject to the

~~health and sanitation provisions of the Code of the City of Troy. Compliance with the health and sanitation provisions of the Code of the City of Troy and the Generally Accepted Agricultural and Management Practices (“GAAMPS”) as established by the Michigan Commission of Agriculture in accordance with the Michigan Right to Farm Act, MCL 286.471 et seq., as set forth in,~~ is required for all agricultural uses.

Add Section 10.20.03 to read as follows and renumber subsequent Section 10.20.03 through 10.20.09

10.20.03 Agricultural Buildings, subject to site plan approval and to the controls of Sections 40.55.00 – 40.56.04.

10.20.034 Publicly owned and operated libraries, parks, parkways and recreational facilities.

10.20.045 Cemeteries which lawfully occupied land at the time of adoption of Ordinance 23.

10.20.056 Temporary buildings and uses for construction purposes for a period not to exceed one (1) year.

10.20.067 Accessory buildings, subject to the controls of Section 40.55.00.

10.20.078 Commercial Kennels as established before January 1, 2000, and set forth in the records of the Building Department.

(Rev. 02-05-01)

10.20.089 The Open Space Preservation Option may be utilized in the R-1A and R-1B districts, to comply with MCL 125.3506, as amended, subject to the requirements of Section 34.60.00.

Add Section 40.55.01 to read as follows:

40.55.00 Accessory Buildings, Accessory Supplemental Buildings and Accessory Structures:

In addition to the applicable requirements of Sections 40.56.00 and 40.58.00, all accessory buildings, accessory supplemental buildings and accessory structures shall comply with the following provisions:

A. By their definition and nature they shall be supplemental or subordinate to the principal building on a parcel of land.

- B. They shall be on the same parcel of land as the principal building they serve.
- C. Their construction, erection, installation or placement shall be in accordance with the requirements of the Building Code and the Electrical Code. Permits shall be required for buildings greater than thirty-six (36) square feet in area and/or greater than four (4) feet in height. Permits shall be required for all ground-mounted antennas, and for roof-mounted antennas greater than four (4) feet in height. Electrical service for ground-mounted antennas shall be provided only through underground lines.
- D. Detached buildings and structures may be prefabricated or built on the site, and shall have ratwalls or other acceptable foundations not less than twenty four (24) inches in depth, or be built so that the floor and walls are located a minimum of six (6) inches above the underlying ground. Trailer-mounted buildings and structures are prohibited.
- E. They shall not be located within a dedicated easement or right-of-way.

(Rev. 07-11-05)

40.55.01 Agricultural Buildings:

The provisions of Sections 40.55.00 (C), (D) and (E) shall be applicable to all agricultural buildings, regardless of whether such buildings are classified as principal or accessory buildings.

Add Section 40.56.02 to read as follows and renumber subsequent Section 40.56.03 through 40.56.04

40.56.01 Attached Accessory Buildings

- A. Where the accessory building or structure is structurally attached to a main building, it shall be subject to, and must conform to, all regulations of this chapter applicable to a main building in addition to the requirements of this Section.
- B. The area of attached accessory buildings shall not exceed seventy-five percent (75%) of the ground floor footprint of the living area of the

dwelling or six hundred (600) square feet whichever is greater. This requirement shall apply only to attached accessory buildings that have not been granted a valid building permit from the City of Troy Building Department prior to July 21, 2005.

(Rev. 05-08-06)

- C. The size of any door to an attached accessory building shall not exceed ten (10) feet in height. This requirement shall apply only to attached accessory buildings that have not been granted a valid building permit from the City of Troy Building Department prior to July 21, 2005.

(Rev. 05-08-06)

40.56.02 Attached Agricultural Buildings

Where an Agricultural Building is structurally attached to a residence or any other non-agricultural building in an R-1A through R-1E, R-2, or CR zoning district, the provisions of Sections 40.56.01(A) – (C) shall be applicable to such buildings.

40.56.023 Detached Accessory Buildings

- A. Detached accessory buildings shall not be erected in any yard, except a rear yard.
- B. Detached accessory buildings and detached accessory supplemental buildings shall occupy not more than twenty-five percent (25%) of a required rear yard.
- C. The combined ground floor area of all detached accessory buildings shall not exceed four hundred fifty (450) square feet plus two percent (2%) of the total lot area. However, in no instance shall the combined floor area of all detached accessory buildings and detached accessory supplemental buildings exceed the ground floor footprint of the living area of the dwelling or six hundred (600) square feet whichever is greater.
- D. No detached accessory building shall be located closer than ten (10) feet to any main building, nor closer than six (6) feet to any side or rear lot line.
- E. A detached accessory building shall not exceed one (1) story or

fourteen (14) feet in height.

- F. An accessory building defined as a barn shall be subject to the approval of the Board of Zoning Appeals.

(07-11-05)

40.56.034 Accessory Supplemental Buildings

- A. The total floor area of all detached accessory supplemental buildings on a parcel of land shall not exceed two hundred (200) square feet.
- B. An accessory supplemental building shall not be located in any front yard.
- C. No detached accessory supplemental building shall be located closer than six (6) feet to any side or rear lot line.
- D. A detached accessory supplemental building shall not exceed one (1) story or fourteen (14) feet in height.

(07-11-05)

Section 3. Savings

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter, affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

Section 4. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provision of this ordinance shall remain in full force and effect.

Section 5. Effective Date

This Ordinance shall become effective ten (10) days from the date hereof or upon publication, whichever shall later occur.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a regular meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the _____ day of _____, 2010.

Louise E. Schilling, Mayor

Tonni Bartholomew, City Clerk

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PUBLIC HEARING5. **ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 242) – Agricultural Uses in R-1A through R-1E (One Family Residential) Districts**

Mr. Savidant briefly reviewed the intent of the proposed Zoning Ordinance Text Amendment relating to agricultural uses in residential districts.

Mr. Ullmann asked how the proposed restrictions would affect a person who owns an existing farm. He expressed concern that the proposed regulations would hinder and potentially eliminate farming business.

Mr. Forsyth addressed the following:

- Michigan Right to Farm Act.
- Michigan Generally Accepted Agricultural & Management Practices (GAAMPs).
- Papadelis (Telly's Nursery) vs City of Troy lawsuit.
- Intent of proposed ZOTA.
 - Provide regulations, not prohibit farms.
 - Farmers could seek relief through Board of Zoning Appeals (BZA) process.
- Telly's Nursery.
 - Continue as legal, non-conforming use.
 - Existing structures remain in place.
 - Business to continue as usual.
 - Future expansion(s) would require compliance with new regulations.

Mr. Strat said adoption of the proposed ZOTA is not reasonable, and making a farmer expend money and time to go before the BZA for relief does not make sense.

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

Mr. Ullmann voiced concern that the proposed language might result in potential lawsuits against the City in the future. He asked which governmental entities would be under the proposed restrictions.

Mr. Savidant said the proposed amendment would affect only new construction of agriculture structures in the City within the R-1A through R-1E zoning districts. He indicated the applicability of the proposed ZOTA is limited; noting the number of farm sites within the City is few. Mr. Savidant addressed accessory structures with respect to the proposed ZOTA, and noted there would be no negative effects on existing structures until such time that damage might occur beyond a certain percentage and reconstruction of the buildings is considered.

Mr. Ullmann said the proposed ZOTA is unduly restrictive, and broadly restricts buildings on acreage property.

Mr. Savidant addressed the legal requirements for publication of Public Hearing notices.

Resolution # PC-2010-03-017

Moved by: Sanzica

Seconded by: Schultz

RESOLVED, That the Planning Commission hereby recommends to the City Council that Articles 4, 10, and 40 of Chapter 39 of the Code of the City of Troy, pertaining to the regulation of agricultural uses in One Family Residential Zoning Districts, be amended as printed on the proposed Zoning Ordinance Text Amendment.

Yes: Edmunds, Hutson, Maxwell, Sanzica, Schultz, Tagle

No: Strat, Ullmann

Absent: Vleck

MOTION CARRIED

Mr. Ullmann said the proposed ZOTA is unduly restrictive. Mr. Ullmann said small buildings on large pieces of property would be unduly restrictive and the few residents in the agricultural business could lose structural buildings, potentially putting them out of business.

Mr. Strat agreed the proposed ZOTA is overly restrictive and unreasonable.



CITY COUNCIL ACTION REPORT

April 7, 2010

TO: John Szerlag, City Manager

FROM: Mark Miller, Acting Assistant City Manager/Economic Development Services
Timothy Richnak, Public Works Director

SUBJECT: Public Hearing – Re-programming Community Development Block Grant (CDBG) Program Year 2007 funds

Background:

- The Flood Drain Improvements account for CDBG program year 2007 has a balance of \$92,641.00.
- The proposed Flood Drain Improvement project in Section 36 consisting of installing storm drains with catch basins on Lovington Street, Minnesota to Dequindre is an extremely large project. Additional funding is not available at this time.
- The balance of funds from Program Year 2007 must be expended or relinquished.
- Oakland County has recommended continuing the walking path project in Section 36 Park, located south of Maple just west of Milverton as an eligible project under the CDBG program. This project would not be subject to Davis-Bacon if completed internally.
- Section 36 Park Walking Path project was initiated after the 2007 CDBG application was submitted, so it was not included on our initial list of projects.

Financial Considerations:

- Unexpended funds for CDBG Program Year 2007 must be exhausted by December 31, 2010 so the City may be reimbursed by Oakland County through the CDBG Program.

Legal Considerations:

- There are no legal considerations associated with this item.

Policy Considerations:

- The proposed re-programming is consistent with City Council Outcome Statement I (Troy has enhanced the health and safety of the community and Outcome Statement II (Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues.)

Options:

- City Management recommends reprogramming unexpended CDBG Program Year 2007 funds in the amount of \$92,641.00 from Flood Drain Improvements to Section 36 Park Improvement Project.



CITY COUNCIL ACTION REPORT

April 13, 2010

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Acting Assistant City Manager/ Economic Development Services
Susan A. Leirstein, Purchasing Director
Timothy L. Richnak, Public Works Director

SUBJECT: Bid Waiver – Neptune Water Meters & Parts

Background

- The City currently uses all Neptune Water Meters in the water distribution system.
- The contract for the purchase of Neptune Water Meters through the previous distributor, SLC Meter Service Inc expired 12/31/09.
- The new Neptune distributor for Michigan, Rio Supply Michigan Meter Inc has offered to supply new water meters at the same prices as in the past calendar year for years 2010 and 2011 with a 3% increase in 2012.
- A market research of water meter contracts in the State was performed by the Purchasing department. Results of the research found no current contract in the State comparable to the pricing Troy receives.
- Testing was performed by our service technicians on the major brands of water meters in the industry. We found that the Neptune water meter slightly outperformed the competition at measuring low flow rates. We also tested to make sure the other major brands could be read by our remote Neptune Meter Reading System and all passed this test, although each different meter had a different wiring schematic.
- Utilizing one brand of water meter in the distribution system makes it much easier to train personnel on repairing meters and saves on stocking inventory parts for the different brands of meters in the system.
- The new Neptune distributor, Rio Supply Michigan Meter Inc is located in Madison Heights, which provides us with good customer service.

Financial Considerations

- Troy has over 27,000 water meters in the distribution system. These meters are essential for the accurate measurement of water consumption throughout the City. The American Water Works Association (AWWA) recommends replacement or repair of water meters every 12-15 years.

April 13, 2010

To: John Szerlag, City Manager
Re: Bid Waiver – Neptune Water Meters & Parts

Financial Considerations – continued

- Market research on water meter pricing found no better pricing than what we are currently paying.
- The offer from Rio Supply Michigan Meter Inc is better than the Oakland County Cooperative Purchasing program for new water meters dated 11/17/09 and good for three (3) years.
- Funds are budgeted and available in the operating budget of the water fund.

Legal Considerations

- The contract award is contingent on the recommended vendor's submission of proper contract and supplemental documents, including insurance certificates, warranties, and all other specified requirements.

Recommendation

- City management is requesting authorization to enter into a contract with Rio Supply Michigan Meter Inc 32736 Townley Madison Heights, MI 48071 to purchase new Neptune water meters as outlined in Attachment "A" at the quoted prices for the calendar years 2010 and 2011 with a 3% increase in 2012.
- In addition, City management is requesting authorization to purchase Neptune meter parts through the Oakland County Cooperative Purchasing Program, Attachment "B", as currently we have no contract in place for meter replacement parts. The Oakland County contract is also with Rio Supply Michigan Meter Inc, the sole distributor of Neptune water meters in the State of Michigan.

RS/bid waiver Neptune meters & parts

G:/Bid Award 10-11 New Format/ Waiver - WaterMeters-Neptune04.10.doc



RIO Supply Michigan Meter, Inc.

799 E. Whitcomb • Madison Heights, Michigan 48071

Phone: 1-248-585-3700

Fax: 1-248-585-3730

To: Richard Shepler
 Superintendent of Water
 4693 Rochester Rd
 Troy, Mi 48084

Date 04-12-2010

Subject: Water Meter Requirements

MIU R900 Radio \$53.90each

Description	Auto Detect	Ecoder	Ecoder Integrated	Salvage
T-10 5/8 x 3/4"	\$78.61	\$93.61	\$138.61	\$2.25
T-10 3/4"	\$102.72	\$117.72	\$167.72	\$3.25
1"	\$133.51	\$148.51	\$194.13	\$4.25
T-10 1.5" W/C	\$289.90	\$304.90	\$349.90	\$10
T-10 2" W/C	\$313.56	\$328.56	\$373.56	\$30
2" T/F W/C	\$998.66	\$1,028.66	\$1,118.66	\$60
3" T/F W/C	\$1,249.95	\$1,279.95	\$1,369.95	\$80
4" T/F WC	\$1,868.33	\$1,898.33	\$1,988.33	\$100
6" T/F W/C	\$2,932.24	\$2,962.24	\$3,052.24	\$120

The Above Pricing is firm for the Calendar years 2010, 2011 and 2012 3% Increase

Description	Auto Detect	Ecoder	Ecoder Integrated
2" UME	\$600	\$630	\$720
3" UME	\$900	\$930	\$1,020
4" UME	\$1,200	\$1,230	\$1,320
6" UME	\$1,800	\$1,830	\$1,920

UME pricing is based on Neptune Parts Catalog on an Annual basis

Sincerely,

Glen Michel

NEPTUNE R900 WATER METER READING SYSTEM
Automatic Meter Reading System
11/17/2009



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

EXHIBIT D

Cooperative Contract

PURCHASING DIVISION
COOPERATIVE PURCHASING PROGRAM

The Oakland County Purchasing Division has developed an intergovernmental Cooperative Purchasing Program for use by other municipalities and school districts. Under this program, local agencies may use County blanket orders for acquisitions. The purpose of this program is to obtain lower costs for all participants by combining volumes and increasing purchasing power. Oakland County requires that its CONTRACTORS authorize the use of their blanket orders in the cooperative program.

Once approved, CONTRACTORS supply merchandise at the established County blanket order prices. All purchase orders will be submitted by invoices, and payment will be remitted by the authorized local units of government on a direct and individual basis in accordance with the blanket order terms.

Consequently, all bidders must indicate, by checking the appropriate box below, whether THEY WILL accept orders on a blanket order resulting from the CONTRACTOR Quotation from authorized municipalities.

BIDDER MUST CHECK ONE BOX BELOW

WE WILL supply commodities and/or services on this CONTRACTOR Quotation to authorized municipalities and school districts within the County of Oakland, Michigan.

WE WILL NOT supply commodities and/or services on this CONTRACTOR Quotation to authorized local municipalities in accordance with the terms and prices quoted. We will supply to Oakland County Only.

Company Name: _____

Address: _____

Signature: _____

Date: _____

NEPTUNE R900 WATER METER READING SYSTEM
Automatic Meter Reading System
11/17/2009

EXHIBIT E

Compensation Schedule

Line	Description	Base Price	
1	Neptune R900 Wall Meter Interface Unit (Bulk) Quantity 1-999	\$ 78.00	(4)
2	Neptune R900 Wall Meter Interface Unit (Bulk), Qty: 1000-4999. NOTE: To receive this price per unit, COUNTY to schedule delivery for required quantities. Mutual consent needed to extend pricing for 3 yr period.	\$ 74.00	(4)
3	Neptune R900 Wall Meter Interface Unit (Bulk): Qty 5000 - 9999. NOTE: To receive this price per unit, COUNTY to schedule delivery for required quantities. Mutual consent needed to extend pricing for 3 yr period.	\$ 70.00	(4)
4	Neptune R900 Wall Meter Interface Unit (bulk): Qty 10,000-19,999. NOTE: To receive this price per unit, COUNTY to schedule delivery for required quantities. Mutual consent needed to extend pricing for 3 yr period.	\$ 66.00	(4)
5	Neptune R900 Wall Meter Interface Unit (Bulk): Qty 20,000-29,999. NOTE: To receive this price per unit, COUNTY to schedule delivery for required quantities. Mutual consent needed to extend pricing for 3 yr period.	\$ 64.00	(4)
6	Neptune R900 Wall Meter Interface Unit (bulk): Qty 30,000-39,000. NOTE: To receive this price per unit, COUNTY to schedule delivery for required quantities. Mutual consent needed to extend pricing for 3 yr period.	\$ 62.00	(4)
7	Neptune R900 Wall Meter Interface Unit (Bulk): Qty 40,000 +. NOTE: To receive this price per unit, COUNTY to schedule delivery for required quantities. Mutual consent needed to extend pricing for 3 yr period.	\$ 60.00	(4)
8	Neptune R900 Installation Only - Sequential Order	\$ 12.00	
9	Neptune R900 Installation Only - Non Sequential Order	\$ 16.00	
10	Neptune R900 Installation with New Wire. NOTE: Requires entrance into building via door knock, appointment, or other communication with building owner. To be performed by CONTRACTOR.	\$ 40.00	(5)
11	Neptune R900 Installation and Register Change Out. NOTE: Requires entrance into building via door knock, appointment, or other communication with building owner. To be performed by CONTRACTOR.	\$ 45.00	(5)

NEPTUNE R900 WATER METER READING SYSTEM
Automatic Meter Reading System
11/17/2009

12	Complete Meter Change Out (includes mounting hardware, seals and gaskets. NOTE: Requires entrance into building via door knock, appointment, or other communication with building owner. To be performed by CONTRACTOR.	\$ 47.00	(5)
13	Neptune R900 Pit Meter Interface Unit w/6' of wire	\$ 81.00	
14	Cable (from meter to meter Interface Unit) per 1'	\$ 0.10	
15	Neptune CE5320X Handheld Computer with HR2650i Receiver compatible with Ramar Hand Trackit	\$ 3,900.00	
16	Neptune CE5320X Handheld Computer complete with cradle, power adapter and HR2650i Radio Receiver Annual Maintenance fee	\$ 993.00	
17	CE5320X / Hand Track-it Lemo Cable	\$ 100.00	(2)
18	Advantage II, Probe/ARBv - Complete	\$ 945.00	(2)
19	Advantage II, Probe/ARBv - Complete Annual Maintenance Fee	\$ 150.00	
20	MRX920 Mobile Data Collector Complete with Ramar Fast Trackit Compatibility	\$26,400.00	
21	MRX920 Mobile Data Collector Complete with Ramar Fast Trackit Compatibility - Annual Maintenance Fee	\$ 4,000.00	
22	Neptune Equinox MR with RAMAR Option	\$ 3,400.00	
23	Neptune Equinox MR with RAMAR Option - Annual Maintenance Fee	\$ 750.00	
24	Custom Report Generator	\$ 1,041.67	
25	Additional seats for Client / Server Applications	\$ 250.00	
26	Factory On-Site Training and Implementation (two days)	\$ 3,800.00	(3)
27	Ethernet Cradle and Power Adaptor	\$ 470.00	
28	Wedge Scanner. Factory on-site training and implementation is only required if the client/server application is implemented. Local training provided by the CONTRACTOR and the MANUFACTURER territory Mgr at no cost	\$ 250.00	
29	Neptune Water Parts Price List - Effective March 2008 - see edit comments	\$ 1.00	
30	Box Neptune Receptacle ARB # 10228-000	\$ 6.00	
31	Register T-10 Pro Read 3BD CF, Size 5/8", 3/4", 1", 1-1/2", 2"	\$ 64.29	
32	Register T-10 Pro Read PIT 3BD CF, Size 5/8", 3/4", 1", 1-1/2", 2"	\$ 78.57	

NEPTUNE R900 WATER METER READING SYSTEM
Automatic Meter Reading System
11/17/2009

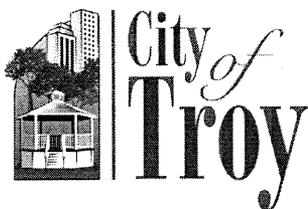
33	WRC 5/8" Meter Buy Back (per meter)			\$ 2.00
34	WRC 1" Meter Buy Back (per meter)			\$ 3.00
35	WRC 1 1/2" Meter Buy Back (per meter)			\$ 8.00
36	WRC 2" Meter Buy Back (per meter)			\$ 10.00
37	5/8" by 3/4" Disc Meter	ED2B12R6F7	Auto/Detect	\$78.89
38	5/8" by 3/4" Disc Meter	ED2B12R6F7	Ecoder	\$90.66
39	5/8" by 3/4" Disc Meter	ED2B12R6F7	Ecoder I D/L	\$129.41
40	3/4" by 1" Disc Meter	ED2E12R6F7	Auto/Detect	\$109.00
41	3/4" by 1" Disc Meter	ED2E12R6F7	Ecoder	\$114.12
42	3/4" by 1" Disc Meter	ED2E12R6F7	Ecoder I D/L	\$182.36
43	3/4" by 3/4" Disc Meter	ED2C12R6F7	Auto/Detect	\$109.00
44	3/4" by 3/4" Disc Meter	ED2C12R6F7	Ecoder	\$114.12
45	3/4" by 3/4" Disc Meter	ED2C12R6F7	Ecoder I D/L	\$182.36
46	1" Disc Meter	ED2F12R6F7	Auto/Detect	\$146.50
47	1" Disc Meter	ED2F12R6F7	Ecoder	\$158.27
48	1" Disc Meter	ED2F12R6F7	Ecoder I D/L	\$223.53
49	1-1/2" Disc Meter Oval Flang	ED2H11R6F7	Auto/Detect	\$316.00
50	1-1/2" Disc Meter Oval Flang	ED2H11R6F7	Ecoder	\$327.77
51	1-1/2" Disc Meter Oval Flang	ED2H11R6F7	Ecoder I D/L	\$394.12
52	2" Disc Meter Oval Flang	ED2J11R6F7	Auto/Detect	\$425.00
53	2" Disc Meter Oval Flang	ED2J11R6F7	Ecoder	\$436.77
54	2" Disc Meter Oval Flang	ED2J11R6F7	Ecoder I D/L	\$500.65
55	2" Truflo Compound	EC2AR6F7	Auto/Detect	\$1,333.00
56	2" Truflo Compound	EC2AR6F7	Ecoder	\$1,356.53
57	2" Truflo Compound	EC2AR6F7	Ecoder I D/L	\$1,482.36
58	3" Truflo Compound	EC3BR6F7	Auto/Detect	\$1,670.00
59	3" Truflo Compound	EC3BR6F7	Ecoder	\$1,693.53
60	3" Truflo Compound	EC3BR6F7	Ecoder I D/L	\$1,811.77
61	4" Truflo Compound	EC3CR6F7	Auto/Detect	\$2,413.00
62	4" Truflo Compound	EC3CR6F7	Ecoder	\$2,436.53
63	4" Truflo Compound	EC3CR6F7	Ecoder I D/L	\$2,588.24
64	6" Truflo Compound	EC3DR6F7	Auto/Detect	\$3,092.90

NEPTUNE R900 WATER METER READING SYSTEM
Automatic Meter Reading System
11/17/2009

65	6" Truffo Compound	EC3DR6F7	Ecoder	\$3,115.53
66	6" Truffo Compound	EC3DR6F7	Ecoder I D/L	\$3,294.12
67	4" Hp Protectus F/S	EP4C1R6F7	Auto/Detect	\$4,911.57
68	4" Hp Protectus F/S	EP4C1R6F7	Ecoder	\$4,935.10
69	4" Hp Protectus F/S	EP4C1R6F7	Ecoder I D/L	\$5,117.65
70	6" Hp Protectus F/S	EP4D1R6F7	Auto/Detect	\$6,572.57
71	6" Hp Protectus F/S	EP4D1R6F7	Ecoder	\$6,596.10
72	6" Hp Protectus F/S	EP4D1R6F7	Ecoder I D/L	\$6,705.89
73	8" Hp Protectus F/S	EP4E1R6F7	Auto/Detect	\$9,028.37
74	8" Hp Protectus F/S	EP4E1R6F7	Ecoder	\$9,051.90
75	8" Hp Protectus F/S	EP4E1R6F7	Ecoder I D/L	\$9,176.48
76	4" F/S Turbine	ET5C1R6F7	Auto/Detect	\$2,753.90
77	4" F/S Turbine	ET5C1R6F7	Ecoder	\$2,765.68
78	4" F/S Turbine	ET5C1R6F7	Ecoder I D/L	\$2,847.06
78	6" F/S Turbine	ET5D1R6F7	Auto/Detect	\$3,758.27
80	6" F/S Turbine	ET5D1R6F7	Ecoder	\$3,771.22
81	6" F/S Turbine	ET5D1R6F7	Ecoder I D/L	\$3,835.59
82	2" HPTurbine	ET4AR6F7	Auto/Detect	\$541.00
83	2" HPTurbine	ET4AR6F7	Ecoder	\$552.77
84	2" HPTurbine	ET4AR6F7	Ecoder I D/L	\$623.53
85	3" HPTurbine	ET4BR6F7	Auto/Detect	\$661.00
86	3" HPTurbine	ET4BR6F7	Ecoder	\$649.52
87	3" HPTurbine	ET4BR6F7	Ecoder I D/L	\$735.65
88	4" HPTurbine	ET4CR6F7	Auto/Detect	\$1,115.00
89	4" HPTurbine	ET4CR6F7	Ecoder	\$1,126.77
90	4" HPTurbine	ET4CR6F7	Ecoder I D/L	\$1,175.30
91	6" HPTurbine	ET4DR6F7	Auto/Detect	\$2,040.00
92	6" HPTurbine	ET4DR6F7	Ecoder	\$2,051.76
93	6" HPTurbine	ET4DR6F7	Ecoder I D/L	\$2,117.65
94	8" HPTurbine	ET4ER6F7	Auto/Detect	\$2,692.00
95	8" HPTurbine	ET4ER6F7	Ecoder	\$2,703.53
96	8" HPTurbine	ET4ER6F7	Ecoder I D/L	\$2,764.48

NEPTUNE R900 WATER METER READING SYSTEM
Automatic Meter Reading System
11/17/2009

- (1) For all items included in this contract, price increased for years 4 and 5 (if the contract is extended) shall not exceed 5%.
- (2) The CONTRACTOR to provide the first six to the COUNTY at no charge.
- (3) Factory on-site training and implementation is only required if the client/server application is implemented. Local training provided by the CONTRACTOR and the MANUFACTURER Territory manager will be at no cost.
- (4) To receive this price per unit, COUNTY to scheduled delivery for the required quantities. Mutual consent is needed to extend pricing for a three (3) year period.
- (5) Requires entrance into the building via, door knock, appointment, or other communication with building owner. To be performed by CONTRACTOR.



CITY COUNCIL REPORT

TO: John Szerlag, City Manager

FROM: Gary Mayer, Chief of Police *GM*
David Livingston, Lieutenant, Troy Police Department *DL#307*

SUBJECT: Motor Carrier Enforcement Cost Recovery Initiative

Background:

- The City of Troy Police Department has three (3) police officers who are trained Motor Carrier officers. They conduct safety inspections of commercial vehicles on a daily basis throughout the year and issue violations for various infractions to drivers and trucking companies, ranging from having overweight trucks to not having the proper paperwork with them.

About forty percent (40%) of commercial trucks inspected in 2009 had to be placed out of service due to safety issues with the trucks or the lack of driver qualifications to drive the trucks.

The City of Troy Police Department commercial vehicle inspectors are making a difference in keeping residents and commuters safe from dangerous trucks and dangerous truck drivers.

Financial Considerations:

- Currently, the City of Troy does not receive any money from the fines that are levied against the drivers and trucking companies found in violation of ordinances, state laws, and federal motor carrier laws that our motor carrier officers are qualified to enforce.

The fines levied for some of the safety violations on these commercial vehicles can run into the thousands of dollars because of the detrimental effect they have on roads and the safety of the motoring public.

Currently, about seventy percent (70%) of all fines levied go to the State of Michigan. Most of the remaining thirty percent (30%) go to funding libraries. A small portion is received by the courts for administrative costs.

As a matter of comparison, for traffic citations issued to a driver of a passenger vehicle, the City of Troy currently receives about thirty percent (30%) of those fines.

Legal Considerations:

- Because the City of Troy has not yet adopted the commercial vehicle laws as written in the Motor Vehicle Code and the Uniform Traffic Code, the fines associated with these types of violations will continue to go to the State of Michigan rather than to the City of Troy.

By adopting these commercial vehicle laws, seventy percent (70%) of the fines recovered would come to the City of Troy.

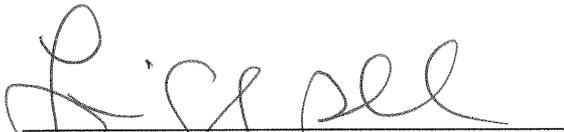
Policy Considerations:

- By allowing the City of Troy to adopt the commercial vehicle laws as written in the Motor Vehicle Code and the Uniform Traffic Code, the City of Troy will be able to benefit both in terms of financial considerations and safety considerations that will enhance the health and safety of the community.

Options:

- The City Council could reject this consideration. In doing so, seventy percent (70%) of any monies from fines levied as a result of a commercial safety violation will continue to go to the State of Michigan.

Reviewed and approved as to legality:



Lori Grigg Bluhm, City Attorney

CITY OF TROY
AN ORDINANCE TO AMEND
CHAPTER 106 OF THE CODE
OF THE CITY OF TROY

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 106, Traffic, of the Code of the City of Troy.

Section 2. Amendment

Chapter 106, Traffic, of the City of Troy Code of Ordinances shall be amended to incorporate the following:

11. MOTOR VEHICLE SIZE, WEIGHT AND LOAD RESTRICTIONS

11.1 Size, weight and load restrictions.

- (1) Unless specifically declared to be a municipal civil infraction , it is a misdemeanor for a person to drive or move or for the owner to cause or permit to be driven or moved on a highway a vehicle of a size and weight exceeding the limitations stated in this ordinance or otherwise in violation of this ordinance.
- (2) The provisions of this ordinance governing size, weight, and load do not apply to a fire apparatus; to an implement of husbandry; to a boat lift or oversized hydraulic boat trailer that is owned and operated by a marina or watercraft dealer and used exclusively in a commercial boat storage operation which is incidentally moved upon a highway; or to a vehicle operated under the terms of a special permit issued as provided in this ordinance.
- (3) The Michigan State Transportation Department, under the Administrative Procedures Act of 1969, 1969 PA 306 (MCL 24.201 to MCL 24.328), may promulgate rules permitting and regulating the operation of a vehicle or vehicles of a size or weight that exceeds the size or weight limitations of this ordinance. The City may enforce those rules under this ordinance, but can take no actions in conflict with Federal, State, or local law.
- (4) A wrecker and a disabled vehicle, or a wrecker and a combination of a disabled vehicle and one trailer that exceeds the size and weight limitations in this ordinance may be operated upon the highways of the City under the following conditions:

- (a) The wrecker is specifically designed for such towing operations; is equipped with flashing, oscillating, or rotating amber or red lights as permitted under MCL 257.698; and is capable of utilizing the lighting and braking systems of the disabled vehicle or combination of disabled vehicles if those systems are operational.
 - (b) For a combination of disabled vehicles, the wrecker is issued a special permit under section 106.11.15 by the Troy Police Department if each trip beginning from the place of original disablement is 25 miles or less. The special permit is valid for the entire 25 mile towing distance, and the operator of that wrecker may remove the disabled vehicles from the roadway at any lawful point of his or her choosing within that distance.
 - (c) For a single disabled vehicle, the wrecker is issued a special permit under section 106.11.15 by the Troy Police Department for the transport of the disabled vehicle. A wrecker operator is not subject to mileage limitations under such a special permit .
 - (d) The wrecker does not operate on any highway, road, street or structure that is included on a list provided annually (?) by the State Transportation Department that prohibits wreckers (?), unless the disabled vehicle or combination of vehicles is located on one of those roads or structures.
- (5) The owner or operator of a wrecker that does not comply with Section 106.11.1 (4) is responsible for a (? Municipal or just civil infraction?) civil infraction and shall pay a civil fine of not less that \$250.00 or more than \$500.00. The civil fine imposed under this subsection is in addition to any fine that may be imposed under Section 106. 11.13 or 106.11.15.

11.2 Maximum outside width of vehicles or loads; operation or movement of boat lifts and trailers.

- (1) The total outside width of a vehicle or the load on a vehicle that is operated on the highways, streets, and roadways in the City shall not exceed 96 inches, except as otherwise provided in this section.
- (2) A person may operate or move an implement of husbandry of any width on a highway as required, designed, and intended for farming operations, including the movement of implements of husbandry, without obtaining a special permit for an excessively wide vehicle or load under section 106.11.15. The operation or movement of the implement of husbandry shall be in a manner so as to minimize the interruption of traffic flow. During the time that starts ½ hour after sunset and continues to ½ hour before sunrise, a person shall not operate or move an implement of husbandry to the left of center of the roadway, or at any other time where visibility is substantially diminished due

to weather conditions. A person operating or moving an implement of husbandry shall follow all traffic regulations.

- (3) The total outside width of the load of a vehicle hauling concrete pipe; agricultural products; or unprocessed logs, pulpwood, or wood bolts shall not exceed 108 inches.
- (4) Except as provided in subsections (2) and (5) above, if a vehicle that is equipped with pneumatic tires is operated on a highway, the maximum width from the outside of one wheel and tire to the outside of the opposite wheel and tire shall not exceed 102 inches, and the outside width of the body of the vehicle or the load on the vehicle shall not exceed 96 inches. However, a truck or trailer or a tractor and semi-trailer combination hauling pulpwood or unprocessed logs may operate with a maximum width of up to 108 inches, in accordance with a special permit issued under Section 106.11.15.
- (5) The total outside body width of a bus, a trailer coach, a trailer, a semi-trailer, a truck camper, or a motor home shall not exceed 102 inches. However, an appurtenance of a trailer coach, a truck camper, or a motor home that extends not more than 6 inches beyond the total outside body width is not a violation of this Section.
- (6) A vehicle shall not extend beyond the center line of a state trunk highway except when authorized by law. Except as provided in section (2) above, if the width of the vehicle makes it impossible to stay away from the center line, a permit shall be obtained under section 106.11.15.
- (7) The City may designate a highway under its jurisdiction as a highway on which a person may operate a vehicle or vehicle combination that is not more than 102 inches in width, including load, the operation of which would otherwise be prohibited by this Section. The City may require that the owner or lessee of the vehicle or of each vehicle in the vehicle combination secure a permit before operating the vehicle or vehicle combination. This Section does not permit the operation of a vehicle or vehicle combination described in Section 106.11.11 if the operation would otherwise result in a violation of that Section.
- (8) The Troy Police Department may issue a special permit under Section 106.11.15 to a person operating a vehicle or vehicle combination if all of the following are met:
 - (a) The vehicle or vehicle combination, including load, is not more than 106 inches in width.

(b) The vehicle or vehicle combination is used solely to move new motor vehicles or parts or components of new motor vehicles between facilities that meet all of the following:

- (i) New motor vehicles or parts or components of new motor vehicles are manufactured or assembled in the facilities.
- (ii) The facilities are located within 10 miles of each other.
- (iii) The facilities are located within the Troy city limits.

(c) The special permit and any renewals are each issued for a term of one year or less.

(9) A person who violates this Section is responsible for a municipal civil infraction. The operator or the owner of the vehicle may be charged with a violation of this Section.

11.3 Passenger-type vehicles; projected load.

(1) A passenger type vehicle shall not be operated on a highway with a load carried on the vehicle extending beyond the line of the fenders on the left side of the vehicle nor extending more than six inches beyond the line of the fenders on the right side of the vehicle.

(2) A person who violates this section is responsible for a municipal civil infraction .

11.4 Height, length; combinations; connecting assemblies, lighting devices; weight; violations.

(1) A vehicle, either unloaded or with load, shall not exceed a height of 13 feet 6 inches. The owner of a vehicle that collides with a lawfully established bridge or viaduct is liable for all damage and injury resulting from a collision caused by a vehicle with an excessive height,,whether the clearance of the bridge or viaduct is posted or not.

(2) Lengths described in this Section shall be known as the normal length maximum. Except as provided in Section (3) below, the following vehicles and combinations of vehicles shall not be operated on a highway in this City in excess of these lengths:

(a) Subject to Section (8), any single vehicle- 40 feet; a crib vehicle on which logs are loaded lengthwise of the vehicle- 42.5 feet; any single bus or motor home- 45 feet.

- (b) Articulated buses- 65 feet.
 - (c) Notwithstanding any other provision of this Section, a combination of a truck and semi-trailer or trailer, or a truck tractor, semi-trailer, and trailer, or truck tractor and semitrailer or trailer, designated and used exclusively to transport assembled motor vehicles or bodies, recreational vehicles, or boats- 65 feet. Stinger-steered combinations shall not exceed a length of 75 feet. The load on the combinations of vehicles described in this Section may extend an additional 3 feet beyond the front and 4 feet beyond the rear of the combinations of vehicles. Retractable extensions used to support and secure the load that do not extend beyond the allowable overhang for the front and rear shall not be included in determining length of a loaded vehicle or vehicle combination.
 - (d) Truck tractor and semi-trailer combinations- the semi-trailer shall not exceed 50 feet.
 - (e) Truck and semi-trailer or trailer- 59 feet.
 - (f) Except as provided in Section (g) below, a combination of a truck tractor, semi-trailer, and trailer, or truck tractor and 2 semi-trailers- 59 feet.
 - (g) A combination of a truck tractor, semi-trailer, and trailer, or a truck tractor and 2 semi-trailers, in which no semitrailer or trailer is more than 28 ½ feet long- 65 feet. This Section only applies while the vehicle is being used for a business purpose that is reasonably related to picking up or delivering a load and only if each semi-trailer or trailer is equipped with a device or system capable of mechanically dumping construction materials or dumping construction materials by force of gravity.
 - (h) More than one motor vehicle, wholly or partially assembled, in combination, utilizing one tow bar or three saddle mounts with full mount mechanisms and utilizing the motive power of one of the vehicles in combination-,55 feet.
- (3) The normal length maximums, as set forth in Section (2) above, may be exceeded for the following vehicles and combinations of vehicles, but they shall comply with the following:
- (a) Truck tractor and semi-trailer combinations- the semi-trailer shall not exceed 53 feet. All semi-trailers longer than 50 feet shall have a wheelbase of 37.5 to 40.5 feet, plus or minus 0.5 feet, measured from the kingpin coupling to the center of the rear axle or the center of the rear axle assembly. A semi-trailer with a length longer than 50 feet shall not operate with more than 3 axles on the semi-trailer. Vehicles with a semitrailer longer than 50 feet are prohibited from stopping in the City

unless the stop occurs along appropriately designated routes, or is necessary for emergency purposes or to reach shippers, receivers, warehouses, and terminals along designated routes.

- (b) Truck and semi-trailer or trailer combinations- 65 feet, except that a person may operate a truck and semi-trailer or trailer designed and used to transport saw logs, pulpwood, and tree length poles that does not exceed an overall length of 70 feet or a crib vehicle and semi-trailer or trailer designated and used to transport saw logs that does not exceed an overall length of 75 feet. A crib vehicle and semi-trailer or trailer designed for and used to transport saw logs shall not exceed a gross vehicle weight of 164,000 pounds. A person may operate a truck tractor and semi-trailer designed for and used to transport saw logs, pulpwood, and tree length wooden poles with a load overhang to the rear of the semi-trailer which does not exceed 6 feet if the semi-trailer does not exceed 50 feet in length.
 - (c) Notwithstanding 106.11.4 (4) (d), a truck tractor with a log slasher unit and a log saw unit- no maximum length limit if the length of each unit does not exceed 28 ½ feet, or the overall length of the log slasher unit and the log saw unit, as measured from the front of the first towed unit to the rear of the second towed unit while the units are coupled together, does not exceed 58 feet. The coupling devices of the truck tractor and units set forth in this Section shall meet the requirements established under the Motor Carrier Safety Act of 1963, 1963 PA 181, MCL 480.11 to MCL 480.25.
 - (d) Truck tractor and 2 semi-trailers, or truck tractor, semi-trailer, and trailer combinations- no overall length limit, if the length of each semi-trailer or trailer does not exceed 28 ½ feet each, or the overall length of the semi-trailer and trailer, or 2 semi-trailers as measured from the front of the first towed unit to the rear of the second towed unit while the units are coupled together does not exceed 58 feet.
 - (e) More than one motor vehicle, wholly or partially assembled, in combination, utilizing one tow bar or 3 saddle mounts with full mount mechanisms and utilizing the motive power of one of the vehicles in combination- maximum 75 feet.
- (4) The following combinations and movements are prohibited:
- (a) A truck shall not haul more than one trailer or semi-trailer, and a truck tractor shall not haul more than 2 semi-trailers or 1 semi-trailer and 1 trailer in combination at any one time, except that a farm tractor may haul 2 wagons or trailers, or garbage and refuse haulers may, during daylight hours, haul up to 4 trailers for garbage and refuse collection purposes, as

long as the total length of any combination does not exceed 55 feet and the vehicles are operated at a speed limit of 15 miles per hour or less.

- (b) A combination of vehicles or a vehicle shall not have more than 11 axles, except when operating under a valid permit issued by the Troy Police Department on highways under its jurisdiction.
 - (c) Any combination of vehicles not specifically authorized under this Section is prohibited.
 - (d) Except as provided in Section 106.11.4 (3) (c) a combination of 2 semi-trailers pulled by a truck tractor, unless each semi-trailer uses a fifth wheel connection assembly that conforms to the requirements of the Motor Carrier Safety Act of 1963, 1963 PA 181, MCL 480.11 to MCL 480.25.
 - (e) A vehicle or combination of vehicles shall not carry a load extending more than 3 feet beyond the front of the lead vehicle.
 - (f) A vehicle described in Section 106.11.4 (2) (e) and (3) (e) employing triple saddle mounts, unless all wheels that are in contact with the roadway have operating brakes.
- (5) All combinations of vehicles under this section shall employ connecting assemblies and lighting devices that are in compliance with the Motor Carrier Safety Act of 1963, 1963 PA 181, MCL 480.11 to MCL 480.25.
- (6) The total gross weight of a truck tractor, semi-trailer, and trailer combination or a truck tractor and 2 semi-trailers combination that exceeds 59 feet in length shall not exceed a ratio of 400 pounds per engine net horsepower delivered to clutch or its equivalent, as specified in the handbook published by the Society of Automotive Engineers, Inc. (SAE), 1977 edition. (nothing more recent?)
- (7) A person who violates this section is responsible for a civil infraction. The owner of the vehicle may be charged with a violation of this section.
- (8) The provisions in Sections 106.11.4 (2) (a) and (3) (b) prescribing the length of a crib vehicle on which logs are loaded lengthwise do not apply unless section 127(d) of Title 23 of the United States Code, 23 USC 127, is amended to allow crib vehicles carrying logs to be loaded as described in this section.
- (9) As used in this section:
- (a) "Designated highway" means a highway under the jurisdiction of the City of Troy.

- (b) "Length" means the total length of a vehicle, or combination of vehicles, including any load the vehicle is carrying. Length does not include devices described in 23 CFR 658.16 and 23 CFR part 658, appendix D, 23 CFR 658.16 and 23 CFR part 658, appendix D, as on file with the Michigan Secretary of State and as adopted by reference. A safety or energy conservation device shall be excluded from a determination of length only if it is not designed or used for the carrying of cargo, freight, or equipment. Semi-trailers and trailers shall be measured from the front vertical plane of the foremost transverse load supporting the structure to the rear-most transverse load supporting the structure. Vehicle components not excluded by law shall be included in the measurement of the length, height, and width of the vehicle.
- (c) "Stinger-steered combinations" means a truck tractor and semi-trailer combination in which the fifth wheel is located on a drop frame located behind and below the rear-most axle of the power unit.

11.5 Towing vehicle with mobile home attached; operating restrictions; permits; transport requirements; violations; definitions.

- (1) Notwithstanding any other provisions of this ordinance, a person shall not operate on a highway of this City a towing vehicle to which a mobile home is attached, if that mobile home is more than 45 feet in length or more than 60 feet in length when combined with the towing vehicle; or is more than 12 ½ feet in height; or has an actual body width of more than 102 inches at base rail, unless that person possesses either of the following:
 - (a) A permit issued by the Troy Police Department pursuant to this Section.
 - (b) A special permit issued by the Troy Police Department pursuant to Section 106.11.15.
- (2) The Troy Police Department may issue an annual permit to a mobile home transport company; a mobile home manufacturer;; or a mobile home dealer to move a mobile home over a highway under the jurisdiction of the City, in the ordinary course of that company's, manufacturer's, or dealer's business, as long as the mobile home conforms to each of the following:
 - (a) The mobile home is not more than 12 feet wide.
 - (b) The actual body length of the mobile home is not more than 80 feet and the combined length of the mobile home and towing vehicle is not more than 105 feet; or the total length of a combination of mobile homes is not

more than 80 feet and the total length of a combination of mobile homes and towing is not more than 105 feet.

- (3) The Troy Police Department may, in accordance with Section 106.11.15, issue a special permit for the movement of a mobile home over a highway within its jurisdiction if the width of that mobile home conforms to both of the following:
 - (a) The mobile home is not more than 16 feet wide plus normal appurtenances or eaves that extend not more than 6 inches from any side of the mobile home.
 - (b) The length of the mobile home complies with Section 106.11.5 (2) (b).
- (4) A person operating a towing vehicle under Section 106.11.5 (3) shall transport a mobile home only on the lane farthest to the right of that person. When the wind velocity exceeds 25 miles per hour, a person shall not move a mobile home that is 14 or more feet in width.. .
- (5) The Troy Police Department shall not issue a permit described in Section 106.11.5 (2) or (3) for the transportation of a mobile home on a Saturday, Sunday, legal holiday (from noon the day before until the noon after a holiday), or during the hours between sunset and sunrise.
- (6) Persons operating a vehicle towing a mobile home shall comply with all of the conditions of a permit issued by the Troy Police Department. A permit issued under this Section shall include all of the following:
 - (a) The date, day, and time period during which a mobile home may be moved on a highway.
 - (b) Notice that the permit is conditioned upon its holder's compliance with all of the permit's terms and with the law.
 - (c) Notice that the operator of a towing vehicle transporting the mobile home shall operate the towing vehicle on a highway as follows:
 - (i) At a safe speed and in a safe manner that will not impede motor traffic.
 - (ii) Only when the surface condition of the highway is not slippery.
 - (iii) In accordance with seasonal load restrictions.
 - (d) Additionally, if the mobile home and towing vehicle,, when combined, are more than 80 feet in length or more than 12 feet wide, all of the following:

- (i) Notice that the mobile home shall be equipped with two flashing amber lights on the rear of the mobile home and one flashing amber light on the top of the towing vehicle.
 - (ii) Notice that the mobile home shall be equipped with stop lights and directional lights on the rear of the mobile home.
 - (iii) Notice that the signs with the words "oversize load" shall be displayed on the front bumper of the towing vehicle and the back of the mobile home, or in the case of mobile homes that are 16 feet wide, notice that signs with the words "16-ft wide load" shall be displayed on the front bumper of the towing vehicle and the back of the mobile home.
 - (iv) Notice that the signs identified in paragraph (iii) above shall be of durable material, in good condition, with black lettering on interstate yellow background, and that each letter shall be of block lettering that is not less than 12 inches high at the front and not less than 16 inches high at the rear of the unit.
 - (v) Notice that a vehicle escort is required on those roads where the City considers escort vehicles necessary for highway safety.
- (7) Signs and other special identification for escort vehicles shall conform to Michigan Transportation Department's requirements for all escort vehicles for oversized loads.
- (8) For a mobile home being moved pursuant to this Section or Section 106.11.15, the distance between mobile home axle centers shall not be less than 34 inches. The axle and tires shall meet standards established by the Michigan Transportation Department.
- (9) A person who violates this section is responsible for a (is it a municipal or just a civil infraction?) civil infraction and may be assessed a civil fine of not more than \$500.00. The operator or the owner of the towing vehicle may be charged with a violation of this section.
- (10) The Troy Police Department shall comply and act in conformity with all notifications and directives issued under MCL 257.719a (11) from the Michigan State Transportation Department, which can determine that the issuance of special permits creates an unreasonable safety hazard or hazards, and therefore requires the immediate cessation of special permits for moving mobile homes that are more than 14 1/3 feet wide along the highways of the lower peninsula of Michigan.

(11) As used in this section:

“Mobile home” means any of the following:

- (a) A pre-built housing module.
- (b) That term, as defined in section 2 of the Mobile Home Commission Act, Act No. 96 of the Public Acts of 1987, being section 125.2302 of the Michigan Compiled Laws.
- (c) A section of a mobile home as that term is defined under this Ordinance.

11.6 Mobile homes; additional requirements for transporting.

All mobile homes transported on the highways of the City that are more than 14 1/3 feet wide (plus normal appurtenances that expand no more than 6 inches, and an eave that extends no more than 2 feet from the width of the mobile home), are subject to the following requirements in addition to the requirements of Section 106.11.4:

- (a) Two escort vehicles shall escort the towing vehicle and mobile home on all 2-lane roads and on those roads where the Troy Police Department considers two escort vehicles necessary for highway safety.
- (b) Each towing vehicle shall be equipped with a radio or other device that allows for continuous communication between the towing vehicle and each escort vehicle.
- (c) The person transporting the mobile home shall have in effect a liability insurance policy covering personal injury and property damage and having a policy limit of not less than \$1,000,000.00.
- (d) The towing vehicle and mobile home shall not exceed a speed of 45 miles per hour or 10 miles per hour below the posted speed limit, whichever is lower.

11.7 Trucks hauling semitrailers, transportation of passengers for sightseeing purposes; approval of city; speed limitation; safety equipment; inspection.

- (1) Notwithstanding Section 106.11.4, the Troy Police Department may give approval for a truck to be used to haul up to 4 semi-trailers for the purpose of transporting passengers for sightseeing purposes, as long as the truck does not travel more than 3 miles beyond the City boundaries and does not exceed a speed limit of 25 miles per hours.

- (2) A truck and a semi-trailer, as described in this Section, shall meet the following requirements:
 - (a) Be equipped with hazard warning lights, and slow-moving vehicle emblems, as described in MCL 257.688.
 - (b) Be equipped with safety belts, as described in MCL 257.710e, for each individual seat.
 - (c) Be compliant with any applicable federal safety standards.
- (3) Before operating a truck regulated by this Section, the operator of the truck shall secure the proper group vehicle designation and any required endorsement required on his or her operator's or chauffeur's license.
- (4) A truck and semi-trailer used as described in this Section shall be inspected annually by the Michigan Department of State Police.

11.8 Construction or loading of vehicle to prevent spillage on highway or roadway; loading of vehicle which is not completely enclosed; operation of vehicle equipped with front end loading device with protruding tine: offenses and penalties.

- (1) A person shall not drive or move a vehicle on a highway unless the vehicle is so constructed or loaded as to prevent its contents from dropping, sifting, leaking, blowing off, or otherwise escaping from the vehicle. This requirement does not apply to a vehicle transporting agricultural or horticultural products, such as hay, straw, silage, or residue from a product (but not including the product itself), or when materials such as water that is used to preserve and handle agricultural or horticultural products while in transportation, escape from the vehicle in an amount that does not interfere with other traffic on the highway. The tailgate, faucets, and taps on a vehicle shall be securely closed to prevent spillage during transportation, whether the vehicle is loaded or empty, and the vehicle shall not have any holes or cracks through which material can escape. Any highway maintenance vehicle engaged in either ice or snow removal shall be exempt from this Section.
- (2) Actual spillage of material on the highway or proof of that spillage is not necessary to prove a violation of this Section.
- (3) Except as provided in this Section, a vehicle carrying a load, (other than logs or tubular products), which is not completely enclosed shall meet either of the following requirements:
 - (a) The load shall be covered with firmly secured canvas or a similar type of covering. A device used to comply with the requirement of this Section

shall not exceed a width of 108 inches nor by design or use have the capability to carry cargo by itself.

- (b) The load shall be securely fastened to the body or the frame of the vehicle with binders of an adequate number and of adequate breaking strength to prevent the dropping off or shifting of the load.
- (4) A company or individual who loads or unloads a vehicle or causes it to be loaded or unloaded, with the knowledge that it is to be driven on a public highway, and the loading or unloading is done in a manner so as to cause a violation of Section 106.11.8 (1) shall be prima facie liable for a violation of this Section.
- (5) Section 106.11.8 (3) does not apply to a person operating a vehicle to transport agricultural commodities or to a person operating a farm truck or implement of husbandry that is transporting sand, gravel, and dirt which is necessary in the normal operation of a farm. However, if such person violates subsection 106.11.8 (1) or (4), the person is guilty of a misdemeanor and is subject to the penalties prescribed in subsection 106.11.8 (9).
- (6) Section 106.11.8 (3) (a) does not apply to a motor vehicle transporting items in a load that, because of their weight, will not fall off the moving vehicle and that have their center of gravity located at least 6 inches below the top of the enclosure. Similarly, Section 106.11.8 (3) does not apply to a motor vehicle carrying metal that, because of its weight and density, is so loaded as to prevent it from dropping or falling off the moving vehicle.
- (7) Section 106.11.8 (3) (a) does not apply to motor vehicles and other equipment that is engaged in work upon the surface of a highway or street in a designated work area.
- (8) A person shall not drive or move on a highway a vehicle equipped with a front end loading device with a tine protruding parallel to the highway beyond the front bumper of the vehicle unless the tine is carrying a load designed to be carried by the front end loading device. This Section does not apply to a vehicle designed to be used or being used to transport agricultural commodities; to a vehicle en route to a repair facility; or to a vehicle engaged in construction activity. As used in this Section, "agricultural commodities" means that term as defined in section 106.11.10.
- (9) A person who violates this section is guilty of a misdemeanor, punishable by a fine of not more than \$500.00 or imprisonment for not more than 90 days, or both.
- (10) As used in this section, "logs" means saw-logs, pulpwood, or tree length poles.

11.9 Trailers towed by passenger vehicle, attachment.

- (1) Except as otherwise provided in Section 106.11.9 (5), a passenger vehicle or a pickup truck shall not be driven upon a highway drawing or having attached to the passenger vehicle or pickup truck more than one vehicle or trailer.
- (2) The drawbar or other connection between 2 vehicles, one of which is towing or drawing the other on a highway, shall not exceed 15 feet in length from one vehicle to the other. If the connection consists of a chain, rope, or cable, there shall be a red flag or other signal or cloth on the connection that is at least 12 inches both in length and width.
- (3) A vehicle or trailer towed or drawn by a vehicle shall be attached to the vehicle with coupling devices in a manner so that when the combination is operated in a linear alignment on a level, smooth, paved surface, the movement of the towed or drawn vehicle or trailer does not deviate more than three inches to either side of the path of the towing vehicle. The vehicle or trailer shall also be connected to the towing vehicle by suitable safety chains or devices, one on each side of the coupling and at the extreme outer edge of the vehicle or trailer. Each chain or device and connection used shall be of sufficient strength to haul the vehicle or trailer when loaded. In the case of an implement of husbandry with a gross vehicle weight rating or gross combination weight rating of 10,000 pounds or less, the safety chains or devices required under this subsection shall conform to the federal motor carrier safety regulations requirements, which are currently provided in 49 C.F.R. 393.70(d)(5).
- (4) A pickup truck with a fifth wheel assembly shall not tow a semi-trailer unless the fifth wheel assembly conforms to the standards prescribed in the Motor Carrier Safety Act of 1963, 1963 PA 181, MCL 480.11 to MCL 480.22 and Section 12.1 to section 12.20 of this ordinance.
- (5) Notwithstanding Section 106.11.9 (1), a pickup truck with a towing rating equal to or greater than the weight being towed, that is equipped with a fifth wheel assembly that conforms with the standards prescribed in the Motor Carrier Safety Act of 1963, 1963 PA 181, MCL 480.11 to MCL 480.22, which is towing a semi-trailer that is designated for recreational living purposes, may tow an additional trailer or semi-trailer under the following conditions:
 - (a) The additional trailer or semi-trailer shall be attached pursuant to Section 106.11.9 (3). The safety chains described in Section 106.11.9 (3) shall be securely attached at the extreme outer edge of the attached trailer or semi-trailer with a locking mechanism. The towing vehicle hitch shall be of

substantial material and shall be attached in a proper and skillful manner to the frame of the towing vehicle.

- (b) The total length of the pickup truck, plus the semi-trailer that is designed for recreational living purposes, and the additional trailer or semi-trailer, and the load of the vehicle, shall not exceed 65 feet while on any highway in the City.
- (c) The gross weight of the additional trailer or semi-trailer towed or drawn shall not exceed the empty weight of the pickup truck or the empty weight of the semi-trailer.
- (6) For the purpose of this Section, a pickup truck towing a semi-trailer and an additional trailer shall be considered a passenger vehicle and shall comply with the speed limit requirements of MCL 257.627 (5).
- (7) A person who violates this section is responsible for a (municipal or regular?) civil infraction.

11.10 Wheel and axle loads; seasonal weight restrictions, exceptions.

- (1) The maximum axle load shall not exceed the number of pounds, as designated in the following provisions which prescribe the distance between axles:
 - (a) If the axle spacing is 9 feet or more between axles, the maximum axle load shall not exceed 18,000 pounds for vehicles equipped with high pressure pneumatic or balloon tires.
 - (b) If the axle spacing between two axles is less than 9 feet but more than 3 ½ feet,
the maximum axle load shall not exceed 13,000 pounds for vehicles equipped with high pressure pneumatic or balloon tires.
 - (c) If the axles are spaced less than 3 ½ feet apart, the maximum axle load shall not exceed 9,000 pounds per axle.
 - (d) Sections 106.11.10 (a), (b), and (c) shall be known as the normal loading maximum.
- (2) When normal loading is in effect, the Troy Police Department may designate certain highways, or sections of those highways under its jurisdiction,, where bridges and road surfaces are adequate for heavier loading, and may also revise a designation to allow the maximum tandem axle assembly loading of

up to 16,000 pounds for any axle of the assembly, as long as there is no other axle within 9 feet of any axle of the assembly. (Is this correct ???)

- (3) On a legal combination of vehicles, only one tandem axle assembly shall be permitted on the designated highways at the gross permissible weight of 16,000 pounds per axle, but only if there is no other axle within 9 feet of any axle of the assembly, and if no other tandem axle assembly in the combination of vehicles exceeds a gross weight of 13,000 pounds per axle. On a combination of truck tractor and semi-trailer having up to 5 axles, two consecutive tandem axle assemblies shall be permitted on the designated highways at a gross permissible weight of 16,000 pounds per axle, if there is no other axle within 9 feet of any axle of the assembly.
- (4) Notwithstanding Section 106.11.10 (3), on a combination of truck tractor and semi-trailer having up to 5 axles, two consecutive sets of tandem axles may carry a gross permissible weight of up to 17,000 pounds on any of the tandem axles if there is no other axle within 9 feet of any tandem axle and if the first and last axle of the consecutive sets of tandem axles are at least 36 feet apart and the gross vehicle weight does not exceed 80,000 pounds, to pick up and deliver agricultural commodities between the national truck network or special designated highways and any other highway. This Section is not subject to the maximum axle loads of subsections 106.11.10 (1), (2) and (3). For purposes of this Section, a "tandem axle" means two axles spaced more than 40 inches but not more than 96 inches apart or two axles spaced more than 3 ½ feet but less than 9 feet apart. This Section does not apply during that period when reduced maximum loads are in effect, pursuant to Section 106.11.10 (8).
- (5) In order to be exempt from the loading maximums and gross vehicle weight requirements, the person hauling agricultural commodities, who picks up or delivers either from a farm or to a farm, shall notify the Road Commission for Oakland County at least 48 hours before the pickup or delivery, indicating the time and location of the pickup or delivery. Pursuant to MCL 257.722 (5) the Oakland County Road Commission shall issue a permit to such a person and charge a fee that does not exceed the administrative costs incurred. The permit shall contain the all of the following:
 - (a) The designated route or routes of travel for the load.
 - (b) The date and time period requested by the person who picks up or delivers the agricultural commodities during which the load may be delivered or picked up.
 - (c) A maximum speed limit of travel, if necessary.
 - (d) Any other specific conditions agreed to between the parties.

(6) In order to be exempt from the loading maximums and gross vehicle weight requirements, public utility vehicles that are owned or operated by public utilities under the jurisdiction of the Michigan Public Service Commission, or are subcontracted by public utilities under the jurisdiction of the Michigan Public Service Commission, when performing electrical emergency public utility work, must meet the following circumstances:

(a) For emergency public utility work on restricted roads, as follows:

- (i) If required by the Road Commission for Oakland County, the public utility shall notify the Road Commission for Oakland County, as soon as practical, of the location of the emergency public utility work and provide a statement that the vehicles that were used to perform the emergency utility work may have exceeded the loading maximums and gross vehicle weight requirements of this Ordinance. The notification may be made via facsimile or electronically.
- (ii) The public utility vehicle travels to and from the site of the emergency public utility work while on a restricted road at a speed not greater than 35 miles per hour.

(b) For non-emergency public utility work on restricted roads, as follows:

- (i) If the Road Commission for Oakland County requires, the public utility shall apply to the Road Commission for Oakland County annually for a seasonal truck permit for roads under its authority before seasonal weight restrictions are effective. Pursuant to MCL 257.722(6), the Road Commission for Oakland County shall issue a seasonal truck permit for each vehicle or vehicle configuration the public utility anticipates will be utilized for non-emergency public utility work. Pursuant to MCL 257.722 (6), the Road Commission for Oakland County may charge a fee for a permit that does not exceed the administrative costs incurred for the permit. The seasonal truck permit shall contain all of the following:

(A) The seasonal period requested by the public utility, during which the permit is valid.

(B) A unique identification number for the vehicle and any vehicle configuration to be covered on the seasonal truck permit that is requested by the public utility.

(C) A requirement that travel on restricted roads during weight restriction periods will be minimized and only utilized when

necessary to perform work using the public utility vehicle or vehicle configuration and that non-restricted roads shall be used for travel when available and for routine travel.

- (ii) Pursuant to MCL 257.722 (6), if the Road Commission for Oakland County requires notification, the Road Commission of Oakland County shall provide a notification application for the public utility to use when requesting access to operate on restricted roads and the public utility shall provide notification to the Road Commission of Oakland County, via facsimile or electronically, not later than 24 hours before the time of the intended travel. Notwithstanding this Section or an agreement under this Section, if the Road Commission for Oakland County determines that the condition of a particular road under its jurisdiction makes it unusable, the Road Commission for Oakland County may deny access to all or any part of that road. The denial shall be made and communicated via facsimile or electronically to the public utility within 24 hours after receiving notification that the public utility intends to perform non-emergency work that requires use of that road. Any notification that is not disapproved within 24 hours after the notice is received by the Road Commission of Oakland County is considered approved. The notification application, as required under MCL 257.722 (6), may include all of the following information:

- (A) The address or location of the non-emergency work.

- (B) The date or dates of the non-emergency work.

- (C) The route to be taken to the non-emergency work.

- (D) The restricted road or roads intended to be traveled upon to the non-emergency work site or sites.

- (7) The normal size of tires shall be the rated size, as published by the manufacturers, and the maximum wheel load permissible for any wheel shall not exceed 700 pounds per inch of width of tire.

- (8) Except as provided in this Section and Section 106.11.10 (9), during the months of March, April, and May in each year, the maximum axle load allowable on concrete pavements or pavements with a concrete base is reduced by 25% from the maximum axle load as specified in this ordinance, and the maximum axle loads allowable on all other types of roads during these months are reduced by 35% from the maximum axle loads as specified. The maximum wheel load shall not exceed 525 pounds per inch of tire width on concrete and concrete base or 450 pounds per inch of tire width on all other roads during the time that the seasonal road restrictions are in effect.

This Section does not apply to vehicles transporting agricultural commodities or public utility vehicles on a highway, road, or street under the jurisdiction of Troy. For the highways, roads, or streets under Troy's jurisdiction to which the seasonal restrictions prescribed under this Section apply, Troy shall post all of the following information on the homepage of its website:

- (a) The dates when the seasonal restrictions are in effect.
 - (b) The names of the highways and streets and portions of highways and streets to which seasonal restrictions apply.
- (9) Pursuant to MCL 257.722 (9), the Michigan State Transportation Department (for roads under its jurisdiction) and the Road Commission for Oakland County (for roads under its jurisdiction) may grant exemptions from seasonal weight restrictions for the transport of milk on specific routes, when requested in writing. Approval or denial of a request for an exemption shall be given by written notification to the applicant within 30 days of submission of the application. If a request is denied, the written notice shall state the reason for the denial and alternate routes for which the permit may be issued. The applicant may appeal to the Michigan State Transportation Commission or the Road Commission for Oakland County. These exemptions do not apply on county roads in counties that have negotiated agreements with milk haulers or haulers of other commodities during periods of seasonal load limits before April 13, 1993. This subsection does not limit the ability of these counties to negotiate such agreements.
- (10) The Troy Police Department, with respect to highways under its jurisdiction, may suspend the restrictions imposed by this Section when and where conditions of the highways or the public health, safety, and welfare warrant suspension, and impose the restricted loading requirements of this Section on designated highways at any other time that the conditions of the highway require.
- (11) For the purpose of enforcing this ordinance, the gross vehicle weight of a single vehicle and load or a combination of vehicles and loads shall be determined by weighing individual axles or groups of axles, and the total weight on all the axles shall be the gross vehicle weight. In addition, the gross axle weight shall be determined by weighing individual axles or by weighing a group of axles and dividing the gross weight of the group of axles by the number of axles in the group. The overall gross weight on a group of two or more axles shall be determined by weighing individual axles or several axles, and the total weight of all the axles in the group shall be the overall gross weight of the group.
- (12) The loading maximum in this subsection applies to the highways under Troy's jurisdiction. The Troy Police Department may designate a highway, or

a section of a highway for the operation of vehicles having a gross vehicle weight of up to 80,000 pounds, subject to the following load maximums:

- (a) Twenty thousand pounds on any one axle, including all enforcement tolerances.
- (b) A tandem axle weight of 34,000 pounds, including all enforcement tolerances.
- (c) An overall gross weight of a group of two or more consecutive axles equaling:

$$W = 500 \sqrt{\frac{LN + 12N + 36}{N - 1}}$$

where W = overall gross weight on a group of two or more consecutive axles to the nearest 500 pounds, L = distance in feet between the extreme of a group of two or more consecutive axles, and N= number of axles in the group under consideration; except that two consecutive sets of tandem axles may carry a gross load of 34,000 pounds each if the first and last axles of the consecutive sets of tandem axles are not less than 36 feet apart. The gross vehicle weight shall not exceed 80,000 pounds, including all enforcement tolerances. Except for a five axle truck tractor; semi-trailer combinations having two consecutive sets of tandem axels, vehicles having a gross weight in excess of 80,000 pounds or in excess of the vehicle gross weight determined by application of the formula in this subsection are subject to the maximum axle loads of Section 106.11.10 (1), (2), and (3). As used in this Section, "tandem axle weight" means the total weight transmitted to the road by two or more consecutive axles, the centers of which may be included between parallel transverse vertical planes spaced more than 40 inches but not more than 96 inches apart, extending across the full width of the vehicle. Except as otherwise provided in this section, vehicles transporting agricultural commodities shall have weight load maximums as set forth in this Section.

(13) As used in this section:

- (a) "Agricultural commodities" means those plants and animals useful to human beings produced by agriculture and includes, but is not limited to, forages and sod crops, grains and feed crops, field crops, dairy and dairy products, poultry and poultry products, cervidae, livestock, including breeding and grazing, equine, fish, and other aquacultural products, bees and bee products, berries, herbs, fruits, vegetables, flowers, seeds, grasses, nursery stock, mushrooms, fertilizer, livestock

bedding, farming equipment, and fuel for agricultural use. The term does not include trees or lumber.

- (b) "Emergency public utility work" means work performed to restore public utility service or to eliminate a danger to the public due to a natural disaster, an act of God, or an emergency situation, whether or not a public official has declared an emergency.

11.11 Restrictions on transportation of flammable liquids and gases; violations, penalties; enforcement.

- (1) A truck pulling a trailer, a truck tractor pulling a semi-trailer and trailer combination, or a truck tractor pulling two semi-trailers shall not transport within the City a flammable liquid, in bulk, with a flash point at or below 70 degrees Fahrenheit.
- (2) A truck pulling a trailer, a truck tractor pulling a semi-trailer and trailer combination, or a truck tractor pulling two semi-trailers shall not transport within the City a flammable gas or a compressed flammable gas, in bulk, as defined by 49 C.F.R. parts 100 to 180.
- (3) A truck or a truck tractor pulling a semi-trailer shall not transport within the City a flammable liquid, in bulk, which has a flash point at or below 70 degrees Fahrenheit, unless the truck or the semi-trailer has a water capacity of less than 13,800 gallons. This Section does not apply to those vehicles registered with the Motor Carrier Division of the Michigan Department of State Police on or before January 1, 1986.
- (4) A truck or truck tractor pulling a semi-trailer shall not transport within the City a flammable liquid, in bulk, which has a flash point at or below 70 degrees Fahrenheit in a quantity of more than 13,400 gallons.
- (5) The owner or driver of a vehicle that transports, or a shipper who loads a vehicle with a flammable liquid, flammable gas, or compressed flammable gas in violation of this Section is guilty of a misdemeanor, punishable by a fine of not more than \$500.00, or imprisonment for not more than 90 days, or both.
- (6) This section shall be enforced only by a police officer.
- (7) For the purposes of this section, "in bulk" means an amount of product or material of 3,500 water gallons or more in a single containment system. Commercial motor vehicles transporting hazardous materials shall comply with the Motor Carrier Safety Act, Act No. 181 of the Public Acts of 1963, being sections MCL 480.11 to MCL 480.21 and section 12 of this ordinance.

11.12 Information to be painted or permanently attached on certain commercial vehicles and towing or platform bed wrecker service vehicles; use of removable devices; effects of compliance with federal identification requirements; exemptions; penalties.

- (1) All commercial vehicles with a single or combination gross weight rating or total gross weight of more than 5,000 pounds and all towing or platform bed wrecker road service vehicles in operation upon the public highways of the city shall have the name, city, and state or the registered logo or emblem of the registered owner of the vehicle, (and lessee of the vehicle if the vehicle is being operated under lease), painted or permanently attached on each side of the vehicle in letters of not less than 3 inches in height, not lower than the bottom edge of the door. This information shall be in sharp color contrast to the background.
- (2) Except for towing or platform bed wrecker road service vehicles, the identification requirement of Section 106.11.12 (1) may be met through the use of removable devices which meet the requirements. These devices shall be of durable construction and securely attached to each side of the motor truck or truck tractor. The removable devices shall be attached so that the identification is in a horizontal position.
- (3) A vehicle in compliance with the identification requirements of the federal Motor Carrier Safety Regulations, 49 C.F.R. 390-399, is considered to be in compliance with this Section.
- (4) This Section does not apply to a truck eligible for and registered under a farm or manufacturer license plate, that has a gross vehicle weight of less than 10,000 pounds.
- (5) A person who violates this section is responsible for a (regular or municipal?) civil infraction .

11.13. Stopping vehicles for weighing; offense and penalties.

- (1) A police officer, having reason to believe that the weight of a vehicle and load is unlawful, may require the driver to stop and submit to a weighing of the vehicle by either portable or stationary scales approved and sealed by the Department of Agriculture as a legal weighing device; and may require that the vehicle be driven to the nearest weigh station of the Michigan State Transportation Department for the purpose of allowing a police officer to determine whether the vehicle is loaded in conformity with this ordinance.
- (2) When a police officer, upon weighing a vehicle and load, determines that the weight is unlawful, the officer may require the driver to stop the vehicle in a

suitable place and remain standing until that portion of the load is shifted or removed as necessary to reduce the gross axle load weight of the vehicle to the limit permitted under this ordinance. All material unloaded as provided under this subsection shall be cared for by the owner or operator of the vehicle at the risk of the owner or operator. A judge or magistrate imposing a civil fine and costs under this Section that are not paid in full immediately or for which a bond is not immediately posted (in double the amount of the civil fine and costs) shall order the driver or owner to move the vehicle at the driver's own risk to a place of safekeeping, and keep the vehicle until the fine and costs are paid or sufficient bond is furnished or until the judge or magistrate is satisfied that the fine and costs will be paid. The officer who has determined, after weighing a vehicle and load, that the weight is unlawful, may require the driver to proceed to a judge or magistrate within the City. If the judge or magistrate is satisfied that the probable civil fine and costs will be paid by the owner or lessee, the judge or magistrate may allow the driver to proceed, after the load is made legal. If the judge or magistrate is not satisfied that the owner or lessee, after a notice and a right to be heard on the merits is given, will pay the amount of the probable civil fine and costs, the judge or magistrate may order the vehicle to be impounded until trial on the merits is completed under conditions set forth in this Section for the impounding of vehicles after the civil fine and costs have been imposed. Removal of the vehicle, and forwarding, care, or preservation of the load shall be under the control of and at the risk of the owner or driver. Vehicles impounded shall be subject to a lien, subject to a prior valid bona fide lien of prior record, in the amount of the civil fine and costs and if the civil fine and costs are not paid within 90 days after the seizure, the judge or magistrate shall certify the unpaid judgment to the Troy City Attorney, who shall proceed to enforce the lien by foreclosure sale in accordance with procedure authorized in the case of chattel mortgage foreclosures.

- (3) Subject to Section 106.11.13 (4), an owner of a vehicle, or a lessee of the vehicle, or other person, who causes or allows a vehicle to be loaded and driven or moved on a highway, when the weight of that vehicle violates Section 106.11.10, is responsible for a civil infraction and shall pay a civil fine in an amount equal to 3 cents per pound for each pound of excess load over 1,000 pounds when the excess is 2,000 pounds or less; 6 cents per pound of excess load when the excess is over 2,000 pounds but not over 3,000 pound; 9 cents per pound for each pound in excess load when the excess if over 3,000 pounds but not over 4,000 pounds; 12 cents per pound for each pound of excess load when the excess is over 4,000 but not over 5,000 pounds; 15 cents per pound for each pound of excess load when the excess is over 5,000 pounds but not over 10,000 pounds; and 20 cents per pound for each pound of excess load when the excess if over 10,000 pounds.

- (4) If the court determines that the motor vehicle or the combination of vehicles was operated in violation of this Section, the court shall impose a fine as follows:
- (a) If the court determines that the motor vehicle or the combination of vehicles was operated in such a manner that the gross weight of the vehicle or the combination of vehicles would not be lawful by a proper distribution of the load upon all the axles of the vehicle or the combination of vehicles, the court shall impose a fine for the violation according to the schedule provided for in Section 106.11.13 (3).
 - (b) If the court determines that the motor vehicle or the combination of vehicles would be lawful by a proper distribution of the load upon all of the axles of the vehicle or the combination of the vehicles, but that one or more axles of the vehicle exceeded the maximum allowable axle weight by 4,000 pounds or less, the court shall impose a mislead fine of \$200.00 per axle. Not more than three axles shall be used in calculating the fine to be imposed under this Section. This Section does not apply to vehicles subject to the maximum loading provisions of Section 106.11.10 (11) or to a vehicle found to be in violation of a special permit issued under Section 106.11.15.
 - (c) If the court determines that the motor vehicle or the combination of vehicles would be lawful by a proper distribution of the load upon all of the axles of the vehicle or the combination of vehicles, but that one or more axles of the vehicle exceeded the maximum allowable axle weight by more than 4,000 pounds, the court shall impose a fine for the violation according to the schedule provided in Section 106.11.12 (3).
- (5) A driver or owner of a commercial vehicle with other vehicles or trailers in combination, a truck or truck tractor, a truck or truck tractor with other vehicles in combination, or any special mobile equipment, who fails to stop at or bypasses any scales or weighing station, is guilty of a misdemeanor.
- (6) Reserved.
- (7) A driver or owner of a vehicle who knowingly fails to stop when requested or ordered to do so, and fails to submit to a weighing by a police officer authorized to require the driver to stop and submit to a weighing of the vehicle and load by means of a portable scale, is guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$100.00, or both. A driver or person who dumps his or her load when ordered to submit to a weigh, or who otherwise attempts to commit or commits an act to avoid a vehicle weigh is in violation of this Section.

11.14 Axle weight requirements; vehicles equipped with lift axles.

- (1) The axle weight requirements of this ordinance do not apply to a vehicle equipped with lift axles during the period in which axles are raised to negotiate an intersection, driveway, or other turn and until the lift axles are fully engaged after the period of time or the distance necessary to negotiate that intersection, driveway or other turn.
- (2) If a vehicle is to be weighed to determine whether the vehicle is being operated in violation of this ordinance or a rule promulgated under the Motor Carrier Safety Act, and the vehicle is equipped with lift axles that have been raised to allow the vehicle to negotiate an intersection, driveway, or other turn, the vehicle shall be weighed only after the lift axles have been fully lowered and are under operational pressure as provided in Section 106.11.14 (1).
- (3) As used in this section, "lift axle" means an axle on a vehicle that can be raised or lowered by mechanical means.

11.15 Special permits for non-conforming vehicles; applications; farm machinery, telephone, telegraph, or electric poles, concrete pipes, mobile homes.

- (1) Upon receipt of a written application and upon good cause being shown, the Troy Police Department may issue a written special permit, authorizing an applicant to operate upon or remove from a highway maintained by the City, a vehicle or combination of vehicles that are any of the following:
 - (a) Of a size, weight, or load exceeding the maximum specified in this ordinance.
 - (b) Otherwise not in conformity with this ordinance.
- (2) The special permit application shall be on a form prescribed by the Troy Police Department and shall specifically describe the vehicle or vehicles and load to be operated or moved and the particular highways upon which the special permit to operate is requested.
- (3) The Troy Police Department may issue a special permit and charge a fee, as set out in Chapter 60, which shall not exceed the administrative costs incurred. The special permit can authorize the operation of the following upon a highway:
 - (a) Traction engines or tractors having movable tracks with transverse corrugations upon the periphery of those movable tracks on farm tractors.
 - (b) Other farm machinery otherwise prohibited under this ordinance.

- (4) A special permit shall specify the trip or trips and date or dates for which it is valid, and the Troy Police Department may restrict or prescribe conditions of operation of a vehicle or vehicles, if necessary, to protect the safety of the public or to insure against undue damage to the road foundations, surfaces, structures, or installations, and may require a reasonable inspection fee and other security as the Troy Police Department determines necessary to compensate for damages caused by the movement. A special permit may be issued on an annual basis. Except as otherwise provided in this section, pursuant to MCL 257.725 (6), the fee charged by the Troy Police Department shall be no more than \$50.00 for a single trip and \$100.00 for multiple trips or \$100.00 annually.
- (5) A special permit issued under this section shall be carried in the vehicle or combination of vehicles to which it refers and shall be open to inspection by a police officer. A person shall not violate any of the terms or conditions of the special permit.
- (6) A person who violates this Section is responsible for a (municipal or regular?) civil infraction.
- (7) A person who is issued a special permit to move a mobile home under this section is subject to Section 106.11.5.

11.16 Regulation of highways by City; penalty for violations.

- (1) For highways under the City's jurisdiction, except state trunk line highways, the City may do any of the following:
 - (a) Prohibit the operation of trucks or other commercial vehicles on designated highways or streets.
 - (b) Impose limitations as to the weight of trucks or other commercial vehicles on designated highways or streets.
 - (c) Provide that only certain highways or streets may be used by trucks or other commercial vehicles.
- (2) Any prohibitions, limitations, or truck route designations established under Section 106.11.16 (1) shall be designated by appropriate signs placed on the highways or streets. The design and placement of the signs shall be consistent with the requirements of MCL 257.608.

- (3) A person who violates a prohibition, limitation, or truck route designation established pursuant to section 106.11.16 (1) is responsible for a (municipal or regular?) civil infraction.

11.17 Police officer's authority to enforce ordinance on boundary streets and highways.

Pursuant to MCL 257.726a, a police officer of the City may exercise authority and powers outside his or her own City or County when enforcing this ordinance on a street or highway which is on the boundary of the City or County, the same as if the police officer were in his or her own City and County.

11.18 Stopping motor vehicles for possible load, weight, or height violations; temporary detention; arrests.

Any police officer having reason to believe that the load, weight, or height of a vehicle or load is in violation of Section 106.11.4, 106.11.8, 106.11.11, or 106.11.13, and that violation is a misdemeanor, may require the driver of the vehicle to stop, and the officer may investigate, weigh, or measure the vehicle or load. If after personally investigating, weighing, or measuring the vehicle or load, the officer determines that the load, weight, or height of a vehicle or load are in violation of the requirements of Section 106.11.4, 106.11.8, 106.11.11, or 106.11.13, the officer may temporarily detain the driver of the vehicle for purposes of making a record or vehicle check, and may make an arrest for the violation, and may proceed as otherwise provided in this Ordinance.

12. MOTOR CARRIER SAFETY

12.1 Title.

1. This section of Chapter 106 shall be known as the Motor Carrier Safety Ordinance.

12.2 Adoption of federal regulations; modifications of federal definitions; application of ordinance; definitions.

1. The City of Troy adopts the following provisions of Title 49 of the Code of Federal Regulations, on file with the office of the Michigan Secretary of State and the Troy City Clerk, except where modified by this ordinance:
 - (a) Hazardous materials regulations, being 49 CFR parts 100 through 180 except for the transportation of agricultural products (for which an exception from the application of 49 CFR subchapter C and 49 CFR subchapters G and H, part 172, is provided under 49 CFR 173.5), is specifically authorized if the transportation is in compliance with this ordinance and state law.

(b) Motor carrier safety regulations, being 49 CFR parts 40, 356, 365, 368, 371 through 373, 375, 376, 379, 382, 385, 387, 390 through 393, 395 through 399 including the appendices of each part except for the following:

- (i) Except as provided in this subparagraph, where the term “United States Department of Transportation”, “Federal Motor Carrier Safety Administration”, “Federal Motor Carrier Safety Administrator”, “Director”, “Bureau of Motor Carrier Safety”, Pipeline and Hazardous Materials Administration”, or “Associate Administrator for Hazardous Materials Safety” appears, it refers to the Michigan Department of State Police or the City of Troy. If the term is being used for purposes of 49 CFR 397 as it relates to routing and movement of hazardous materials, it refers to the Michigan State Transportation Department or the City of Troy.
- (ii) Where “interstate” appears, it shall mean intrastate or interstate, or both, as applicable, except as specifically provided in this ordinance.
- (iii) Where “Special Agent of the Federal Motor Carrier Safety Administration”, “Administration Personnel”, or “Hazardous Materials Enforcement Specialist” appears, it either means a police officer or an enforcement member of the Motor Carrier Division of the city.
- (iv) Where MCS 63 appears, it means MC 9 and MC 9b.
- (iv) Where MCS 64 appears, it means UD-70.
- (v) Exempt intra-City zones and the regulations applicable to exempt intra-City zones do not apply to this ordinance.

(2) This ordinance does not apply to a bus operated by a public transit agency operating under any of the following:

- (a) A county, city, township, or village as provided by law, or other authority incorporated under 1963 PA 55, MCL 124.351 to MCL 124.359. Each authority and governmental agency incorporated under 1963 PA 55, MCL 124.351 to MCL 124.359, has the exclusive jurisdiction to determine its own contemplated routes, hours of service, estimated transit vehicle miles, costs of public transportation services, and projected capital improvements or projects within its service area.

- (b) An authority incorporated under the Metropolitan Transportation Authorities Act of 1967, 1967 PA 204, MCL 124.401 to MCL 124.426, or an authority that operates a transportation service pursuant to an interlocal agreement under the Urban Cooperation Act of 1967, 1967(Ex Sess) PA 7, MCL 124.501 to MCL 124.512.
- (c) A contract entered into pursuant to 1967 (Ex Sess) PA 8, MCL 124.531 to MCL 124.536 or 1951 PA 35, MCL 124.1 to MCL 124.13.
- (d) An authority incorporated under the Public Transportation Authority Act, 1986 PA 196, MCL 124.451 to MCL 124.479, or a nonprofit corporation organized under the Nonprofit Corporation Act, 1982 PA 162, MCL 450.2101 to MCL 450.3192, that provides transportation services.
- (e) An authority financing public improvements to transportation systems under the Revenue Bond Act of 1933, 1933 PA 94, MCL 141.101 to MCL 141.140.

(3) As used in this ordinance:

- (a) Hazardous material vehicle inspection or repair facility” means a commercial enterprise that performs inspections, certification, testing, or repairs to commercial motor vehicles transporting hazardous materials as required by 49 CFR parts 100 to 180 and includes motor carriers that perform the inspections, certification, testing, or repairs to vehicles owned or leased by the motor carrier.

12.3 Operation of commercial motor vehicle; requirements; qualifications for operation in intrastate transportation.

- (1) A person shall not drive a commercial motor vehicle unless he or she is qualified to drive that vehicle. A motor carrier shall not require or permit a person to drive a commercial motor vehicle unless that person is qualified to drive that vehicle.
- (2) In the case of intrastate or intracity transportation, a person is qualified to drive a commercial motor vehicle if he or she meets all the requirements of 49 CFR part 391 except the following provisions:
 - (a) Except as otherwise provided in this subdivision (b), the person is at least 18 years old when transporting intrastate or intracity property or passengers.
 - (b) The person is at least 21 years old when transporting hazardous materials in a quantity that requires the vehicle to be marked or placarded under 49 CFR parts 100 to 180.

- (c) The person is eligible for and displays a grandfather rights card issued
In accordance with the Motor Carrier Safety Act, MCL 480.11, et. seq.

12.4 Trailers; equipment with surge brakes.

Trailers with a gross vehicle weight or gross vehicle weight rating of 15,000 pounds or less or trailer-vehicle combinations with an actual gross vehicle weight or a gross vehicle weight rating of 26,000 pounds or less may be equipped with surge brakes for intrastate and intracity operations as allowed by section 705(1)(c) of the Michigan Vehicle Code, 1949 PA 300, MCL 257.705.

12.5 Application of ordinance to drivers for intrastate or intracity motor carriers regularly employed for period beginning on or before June 10, 1984; application of certain requirements of ordinance to all drivers granted grandfather rights; duration of grandfather rights; application of exemption.

- (1) The provisions of this ordinance and 40 CFR 391.21, adopted by reference, relating to the applications for employment, 49 CFR 391.23, adopted by reference, relating to investigations and inquiries, and 49 CFR 391.31 and CFR 391.33 adopted by reference, relating to road tests, do not apply to a driver who has been a regularly employed driver of an intrastate or intracity motor carrier of property for a continuous period which began on or before June 10, 1984, as long as he or she continues to be a regularly employed driver of that motor carrier or a driver who has been a regularly employed driver of an intrastate or intracity motor carrier of passengers for a continuous period which began on or before March 3, 1991, as long as he or she continued to be a regularly employed driver of that motor carrier. Such a driver is qualified to drive a commercial motor vehicle if he or she fulfills the requirements of section 12. 2 (d) (2).

12.6 Application of ordinance to operation of farm vehicles, implements of husbandry, public utility vehicles, government vehicles, combinations of vehicles, school buses, motor buses, and commercial vehicles engaged in seasonal construction-related activities; definitions.

- (1) In the case of intrastate or intracity transportation, the provisions of 49 CFR 391.21, adopted by reference, relating to application for employment, 49 CFR 391.23, adopted by reference, relating to investigations and inquiries, 49 CFR 391.31, adopted by reference, relating to road tests, 49 CFR part 395, adopted by reference, relating to hours of service, 49 CFR 391.41 to 391.45, adopted by reference, to the extent that they require a driver to be medically qualified or examined and to have a medical examiner's certificate on his or

her person and the provisions of this act relating to files and records do not apply to a farm vehicle driver as defined in 49 CFR 390.5, adopted by reference.

- (2) For intrastate or intracity transportation, the provisions of this ordinance do not apply to a self-propelled implement of husbandry or an implement of husbandry being drawn by a farm tractor or another implement of husbandry.
- (3) The provision of this ordinance related to driver qualifications do not apply to public utility, telephone, and cable television company service employees if those employees are not otherwise being used as a regularly employed driver and are not operating a vehicle that meets the definition of a commercial motor vehicle in 49 CFR part 383.
- (4) The requirements of 49 CFR part 395 do not apply to any driver of a public utility service vehicle when being used in cases of emergency. As used in this subsection, "emergency" means any instance of loss of public utility service due to an unforeseen circumstance, a natural disaster, or an act of God. A declaration of emergency by a public official is not required to constitute an emergency under this subsection.
- (5) A commercial motor vehicle constructed and maintained so that the body chassis or other parts of the vehicle afford the rear end protection required by 49 CFR 393.86 is in compliance with that section.
- (6) This ordinance and the rules promulgated under the federal regulations which are adopted by reference do not apply to a commercial motor vehicle owned and operated by a unit of government or its employees, except as otherwise provided by this ordinance, and except for all of the following parts of 49 CFR:
 - (a) Part 382.
 - (b) Part 391.
 - (c) Part 392.
 - (d) Part 393.
- (7) A combination of vehicles with an actual combination gross vehicle weight or a gross combination weight rating of 26,000 pounds or less, provided the trailer or semitrailer has an actual gross vehicle or gross vehicle weight rating of 15,000 pounds or less, may be equipped with surge brakes for intrastate and intracity operation as allowed by section 705 (1) (c) of the Michigan Vehicle Code, 1949 PA 300, MCL 257.705. Vehicles of any size that are transporting hazardous materials in an amount that requires placarding or

vehicles that are designed to transport more than 8 passengers, including the driver, are prohibited from being equipped with surge brakes for intrastate and intracity operation.

(8) This ordinance and the rules promulgated under the federal regulations which are adopted by reference do not apply to a school bus as defined in the Pupil Transportation Act, 1990 PA 187, MCL 257.1801 to MCL 257.1877, or a bus defined and certified under the Motor Bus Transportation Act, 1982 PA 432, MCL 474.101 to MCL 474.141.

(9) As use in Section 106.12 (3) and (4), "public utility" means a person or corporation operating equipment or facilities for producing, generating, transmitting, delivering, or furnishing gas or electricity for the production of light, heat, or power for the public for compensation.

(10) As used in this section:

(a) "Implement of husbandry" means that term as defined in section 21 of the Michigan Vehicle Code, 1949 PA 300, MCL 257.21.

(b) "Farm tractor" means that term as defined in section 16 of the Michigan Vehicle Code, 1949 PA 300, MCL 257.16.

12.7 Submission of transportation safety related documents by motor carriers and hazardous materials vehicle inspection and repair facilities to motor carrier officers; facsimile of motor carrier division identification card; inspection of cargo or vehicle without warrant by motor carrier officer.

(1) Motor carriers shall submit, upon demand, all their transportation safety related documents, such as all records and information pertaining to any accident, drivers' records of duty status, bills of lading, shipping records, driver time and payroll records, driver qualification records, vehicle maintenance records, and equipment for inspection or copying during regular business hours to any Troy motor carrier enforcement police officer.

(2) Hazardous materials vehicle inspections and repair facilities shall submit, upon demand, all their transportation safety related documents as required by this ordinance, such as hazardous materials tank certification and repair documents, and annual inspection certification documents to any Troy motor carrier enforcement police officer.

(3) A motor carrier or a hazardous material vehicle inspection or repair facility operating within the city with main offices in another city, state or province shall submit all transportation safety related documents as outlined in Section 106.12 (1) for inspection and copying within 10 working days after receiving formal notification requesting the documents.

(4) A Troy motor carrier enforcement police officer, may without a warrant, require the cargo carrying portion of a vehicle to be opened for inspection of the cargo, any object within that portion of the vehicle, or the interior of the vehicle or any compartment within the interior of the vehicle. If a commercial motor vehicle is inspected by breaking the load seal, then the police officer shall give to the driver a signed receipt of inspection and the police officer shall be responsible for applying a City of Troy seal.

12.8 Penalties for violations of ordinance or rules; warrantless stops and investigations of motor vehicles; issuance of citations; enforcement of federal or foreign out-of-service orders; penalties for violations of out-of-service orders.

(1) Except as provided in Sections 106.12.10, 106.12.11 and 106.12.12, any person, driver, or motor carrier, as defined by 49 CFR 390.5, who violates this ordinance or a rule adopted by reference under this ordinance, or permits or requires any person to violate this ordinance or a rule adopted by reference under this ordinance, is responsible for a (municipal or regular?) civil infraction and may be ordered to pay a fine of not more than \$250.00 for each violation.

(2) A Troy motor carrier enforcement police officer, upon probable cause to believe that a motor vehicle is being operated in violation of this ordinance or a rule adopted by reference under this ordinance, may stop the motor vehicle and inspect the motor vehicle. If a violation is found, the officer may issue a notice to appear for that violation.

12.9 Adoption by Reference of Rules Promulgated by the Michigan Department of State Police.

Any rules promulgated by the Michigan Department of State Police necessary to the accomplishment of purposes of the Motor Carrier Safety Act, 1963 PA 181, MCL 480.11, et. seq. are hereby adopted by reference, as amended.

12.10 Penalties; "serious safety defect" defined.

(1) A driver, person, or motor carrier, as defined by 49 CFR 390.5, who operates or who requires or permits the driver to operate a commercial motor vehicle with a serious safety defect in violation of this ordinance or a rule adopted by reference under this ordinance, is responsible for a (municipal or regular?) civil infraction and shall be assessed a fine of not more than \$500 for each violation. A fine ordered to be paid by the district court under this Section shall be paid to the court and the court shall apply the fines to the City and the State for library purposes, as provided by law.

- (2) As used in this Section, “serious safety defect” means a violation of this ordinance or a rule adopted by reference under this ordinance relative to brakes, tires, steering, coupling devices, headlights, taillights, brake lights, and turn signals that results in the vehicle being placed out of service.

12.11 Offenses relating to operating or requiring or permitting operation of commercial motor vehicle in violation of provisions of ordinance or rules related to transportation of hazardous materials; penalties.

- (1) A person who operates or who requires or permits a person to operate a commercial motor vehicle in violation of this ordinance or a rule adopted by reference under this ordinance related to the transportation of hazardous materials if the vehicle is transporting a package required to be marked or labeled under 49 CFR parts 100 to 180 is responsible for a (municipal or regular?) civil infraction and may be ordered to pay a fine of not more than \$500.00 for each violation.
- (2) A person or entity identified in Section 106.12.10 (1) who knowingly or willfully violates this ordinance or a rule adopted by reference under this ordinance is, upon conviction, guilty of a misdemeanor punishable by imprisonment of not more than 90 days or a fine of not more than \$500.00, or both, for each violation.
- (3) A person or entity identified in Section 106.12.10 (1), who causes injury or death during a violation of this ordinance, while a vehicle identified in subsection (1) that is transporting a package required to be marked or labeled under 49 CFR parts 100 to 180 is, upon conviction, guilty of a misdemeanor punishable by imprisonment of not more than 90 days or a fine of not more than \$500.00, or both, for each violation.
- (4) An officer, employee, owner, or agent of an individual, partnership, corporation, or association, or their lessees or receiver appointed by a court that is the owner or user of any hazardous materials vehicle inspection or repair facility that violates a section of this ordinance, or a rule adopted by reference under this ordinance, related to the transportation of hazardous materials, is guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$500.00, or both, for each violation.

12.12 Issuance and contents of compliance and shut down orders; penalties for failure to comply with shut down orders.

- (1) As used in this section:
 - (a) “Immediate destination” means the next scheduled stop of a commercial vehicle already in motion where the cargo on board can be safely secured.

- (b) "Motor carrier division" means the motor carrier division of the Michigan State Police and/or the City of Troy.
- (c) "Person" means an individual, driver, or employee or a firm, motor carrier, lessee, lessor, association, partnership, or corporation, and their affiliated or related successors, that undertakes to control, direct, conduct, or otherwise perform transportation by commercial motor vehicle upon the public highways of this city.
- (d) "Shut down order" means a court order issued to the Troy police department motor carrier enforcement division upon proof shown of unreasonable risk or an imminent hazard.
- (e) "Unreasonable risk or an imminent hazard" shall be defined as any condition of commercial motor vehicle, employee, or commercial motor operation which creates, causes, or compounds the substantial likelihood that death, serious illness, or severe personal injury may occur if not discontinued immediately.
- (f) Upon determination that the continued operation of commercial motor vehicles by a person upon the highways of this city and state poses an unreasonable risk or an imminent hazard to the public safety, the motor carrier division of the Troy Police Department shall issue a compliance order. The order may direct a person to make certain changes, repairs, or alterations to the person's vehicles or operations, to comply with the laws of the city and the State of Michigan. In making an order, restrictions shall not be imposed on any employee or person beyond that required to abate the hazard. Any vehicle or driver operating during the specified time period of the order shall be in compliance with all applicable laws and rules.
- (g) A compliance order shall include the name and address of the person and the chief operating officer of the person, the reason or reasons for the order, and the requirements or conditions that must be met for rescission of the order. The order shall also include a statement that the person has a set time limit to comply with the order. If the set time limit expires and the person is not in compliance with the order, the motor carrier division of the Troy Police Department may seek a shut down order from the 52-4th District Court. The motor carrier division of the Troy Police Department shall set the time limit for compliance with the compliance order to be not less than 30 days and not more than 180 days.
- (h) Upon petition to the 52-4th District Court by the motor carrier division of the Troy Police Department, the court may issue a shut down order. The order shall direct a vehicle or vehicles or employee or employees out of

service from further operations, or shall direct a person to cease all or part of the person's commercial motor vehicle operation. In making such an order, restrictions shall not be imposed on any employee or person beyond that required to abate the hazard.

- (i) A shut down order shall include the name and address of the person and the chief operating officer of the person, the reason or reasons for the order, the requirements or conditions that must be met for rescission of the order, and a statement of the right of appeal.
- (j) An order to any person to cease all or part of its operation shall not prevent vehicles in transit at the time the order is served from proceeding to their immediate destinations, unless that vehicle or person is specifically ordered out of service. However, vehicles and drivers proceeding to their immediate destination shall be subject to compliance upon arrival.
- (k) A person who fails to comply with a shut down order is guilty of a misdemeanor, punishable by a fine of not more than \$1,000.00 for each violation, or by imprisonment for not more than 90 days, or both. A person or vehicle found operating on the highway of this city while under a shut down order shall be immediately stopped, and impounded or arrested. The owner or lessee of the vehicle shall be responsible for any costs incurred during impoundment. The vehicle shall be released upon the court's determination that the order has been complied with.

12.13. Venue of prosecutions under this ordinance.

When this ordinance or a rule adopted by reference under this ordinance has been violated, the offense may be prosecuted in the City of Troy district court (52-4th District Court) if the motor vehicle, driver or operator implicated was situated in or passed through the city when the offense was committed.

12.14 Incidents involving transportation of hazardous materials; notification of state police and fire department.

Immediately following any of the following occurrences involving the transportation of hazardous materials, the owner, driver, or lessee, or representative of the owner, driver, or lessee, shall notify the motor carrier division of the Department of State Police, the motor carrier division of the Troy Police Department and the Troy Fire Department of the known details regarding the incident.

12.15 Vehicle combination transporting combustible liquids; requirements; information required to be on file; retention and transfer of information; applicability of requirements in subsections (2) and (30; transport of flammable liquids, gases, or compressed gases. by vehicle combinations, equipment

requirements; retention of records regarding devices; compliance with other requirements by motor vehicles transporting flammable liquids or gases.

- (1) A truck tractor pulling a semi-trailer and a trailer, or pulling 2 semi-trailers, shall not transport a combustible liquid unless the vehicle combination meets the following requirements:
 - (a) Is equipped with a device that restricts the horizontal and vertical rotation of the dolly assemblage of the vehicle combination in a manner that maintains the longitudinal tracking of the dolly and semi-trailer in a truck, tractor, semi-trailer, and trailer combination, or the dolly and the truck in a truck and trailer combination. This device shall be welded to the vehicle in a workmanlike manner, and the efficiency of a weld shall not be less than 85% of the mechanical properties of the adjacent metal in the chassis.
 - (b) Is equipped with stops in the spring hangers of each semi-trailer and trailer in the vehicle combination in a manner that improves the stability of the vehicle combination by reducing the free play of the leaf spring suspension to a maximum of $\frac{3}{4}$ of an inch when the spring passes from tension to compression.
- (2) The owner of the semi-trailer or trailer to which the device described in Section 106.12.15 (1) is attached shall keep on file in their principal place of business the following information:
 - (a) Specifications and plans of the device.
 - (b) Name of the manufacturer of the device.
 - (c) Date of installation of the device
 - (d) An individual manufacturer identification number which is stamped or permanently affixed to the device.
- (3) The information required in subsection (2) shall be kept by the vehicle's owner and shall be transferred to the new owner if the vehicle is sold, or may be destroyed if the vehicle is retired from service or scrapped.
- (4) The requirements specified in Section 106.12.15 (2) and (3) apply to devices affixed to vehicles on or after January 8, 1996.
- (5) Commercial motor vehicles used to transport flammable liquids, flammable gases, or compressed flammable gases shall also comply with Section 106.11.11 of this ordinance.

12.16 Adoption or enforcement of inconsistent ordinance or resolutions; disposition of fines for operation of vehicles with serious safety defects; issuance of multiple citations within 24-hour period for violation of provisions substantially corresponding to MCL 257.683 to MCL 257.725a; dismissal of city citations upon production of proof of repair of equipment violations; requirements for classification as motor carrier enforcement officer.

- (1) This ordinance shall not be amended by the City of Troy to adopt or enforce provisions which are inconsistent with the Motor Carrier Safety Act, being MCL 480.11, et. seq. As used in this section, "inconsistent means a provision or rule that is more permissive or more restrictive than the Motor Carrier Safety Act, or that would require more action, equipment, or permits than required by the Motor Carrier Safety Act, or that prevents or obstructs compliance with the Motor Carrier Safety Act.
- (2) The fine for operating a vehicle with a serious safety defect, which is ordered to be paid under this ordinance or a resolution adopted by the City of Troy that is consistent with Section 106.12.10, shall be paid as follows:
 - (a) Seventy percent to the City of Troy.
 - (b) Thirty percent for library purposes, as provided by law.
- (3) Section 106.12.15 (2) does not apply to a fine ordered to be paid for a case in which the citation is dismissed, as set forth below.
- (4) The owner or operator of a commercial motor vehicle shall not be issued more than one citation for each violation of the provisions of this ordinance regulating the operation of a commercial motor vehicle and substantially corresponding to 683 to 725a of the Michigan Vehicle Code, 1949 PA 300, MCL 257.683 to MCL 257.725a, within a 24-hour period. If the owner or operator of a commercial motor vehicle is issued a citation by the City of Troy for an equipment violation that does not result in the vehicle being placed out of service, the court shall dismiss the citation if the owner or operator of that commercial motor vehicle provides written proof of the court within 14 days after the citation is issued showing that the defective equipment indicated in the citation has been repaired.
- (5) In order to be classified as a motor carrier enforcement officer, a Troy police officer must have training equal to the minimum training requirements, including any annual training updates, established by the Michigan Department of State Police for an officer of the motor carrier division of the Michigan Department of State Police. A police officer who has received training equal to these minimum training requirements before the effective date of this ordinance is considered a motor carrier enforcement officer for purposes of the Michigan Motor Carrier Safety Act and this ordinance.

12.17 Transfer of hazardous materials on highways, roads, streets, or alleys; overfilling of containers during transfers; penalties.

- (1) Except as provided in Section 106.12.17 (2), a person, driver, owner, carrier, lessee, or lessor shall not transfer or allow to be transferred a hazardous material from a cargo tank, portable tank, or any other container to any cargo tank, portable tank, fuel tank, or any other container on a highway, road, street, or alley within the City.
- (2) Section 106.12.17 (1) does not apply to the following transfer situations:
 - (a) Fueling machinery or equipment for construction, farm, and maintenance use.
 - (b) Fueling emergency vehicles.
 - (c) Under emergency conditions, a transfer may be made provided it is approved by the Troy Fire Chief, or his/her designee and the Bureau of Fire Service created in section 1b of the Fire Prevention Code, 1941 PA 207, MCL 29.1b, or a hazardous materials investigator of the motor carrier division of the Michigan Department of State Police pursuant to their respective authority under the Fire Prevention Code, 1941 PA 207, MCL 29.1 to MCL 29.34.
- (3) A person shall not overfill a container, including a storage tank, during a transfer of a hazardous material from or into a vehicle, so that hazardous material is released from the package or container.
- (4) The penalty for violating this section is as prescribed in Section 106.12.11.

12.18. Transportation or allowance of transportation of vehicle carrying hazardous materials on publicly maintained route.

- (1) A person, driver, owner, carrier, lessee, or lessor shall not transport or allow to be transported a vehicle carrying hazardous materials in an amount required to be placarded under title 49 of the Code of Federal Regulations on a publicly maintained route as identified on the national hazardous materials route registry as determined by the United States Department of Transportation under title 49 CFR.
- (2) The penalty for violating this section shall be as prescribed in Section 106.12.11.

12.19 Enforcement of municipal civil infractions; procedure for provision of security and appearance by nonresidents stopped for municipal civil infractions; disposition by police officers at end of tour of duty of certificates or deposits of money taken as

security for appearance; entry of default judgment and forfeiture of posted certificate or deposit.

- (1) A municipal or regular? civil infraction action shall be enforced in the manner provided for enforcement under Chapter 100, Troy Code of Ordinances.
- (2) When a person who is not a resident of the State of Michigan is stopped for a municipal or regular? civil infraction in the City of Troy, the police officer making the stop shall take security for the nonresident's appearance in court. The person stopped may recognize to the officer or to the court for his or her appearance by leaving with the officer or court a guaranteed appearance certificate or a sum of money not to exceed \$100.00.
- (3) If a magistrate is available for an immediate appearance, upon demand of the person stopped, the officer immediately shall take the nonresident driver before the magistrate to answer to the civil infraction alleged. If the nonresident defendant requests a hearing, the hearing shall be scheduled and the defendant shall leave with the court the guaranteed appearance certificate or deposit as security for appearance at the scheduled informal or formal hearing.
- (4) The officer receiving a guaranteed appearance certificate or deposit of money shall give a receipt to the person stopped for the guaranteed appearance certificate or the money deposited together with the written citation.
- (5) At or before the completion of his or her tour of duty, a police officer taking a certificate or deposit of money shall deliver the certificate or deposit of money and the citation either to the court named in the citation or to the police chief or person authorized by the police chief to receive certificates or deposits. The police chief or person authorized by the police chief shall deposit the certificate or the money deposited and the citation with the court. Failure to deliver the money deposited shall be embezzlement of public money.
- (6) If the person who posts a certificate or deposit fails to appear as required in the citation or fails to appear for a scheduled informal or formal hearing, the district court shall enter a default judgment against the person, and the guaranteed appearance certificate or money deposit shall be forfeited and applied to any civil fine or costs ordered.
- (7) For purposes of this Section, "guaranteed appearance certificate" means a card or certificate containing a printed statement that a surety company authorized to do business in Michigan guarantees the appearance of the person whose signature appears on the card or certificate and that the company, if the person fails to appear in court at the time of a scheduled informal or formal hearing or to pay any fine or costs imposed, will pay any

fine, costs, or bond forfeiture imposed on the person in a total amount not to exceed \$200.00.

(8) As used in this ordinance, “municipal civil infraction” or “municipal civil infraction action” means those terms as defined in Chapter 101..

12.20 Prevention of throwing of water or other road surface substances from rear wheels of vehicles or combinations; use of flaps.

A truck, truck tractor, trailer, semi-trailer, or any combination of these, when used on a highway, shall be constructed, equipped, or operated to prevent water or other road surface substances from being thrown from the rear wheels of the vehicle or combination at tangents exceeding 22 ½ degrees measured from the road surface. If a flap type device is used, it shall not have attached any type of lamp, breakable reflective material, or reflecting buttons nor may the device extend beyond the maximum width of the vehicle or combination

Section 3. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 4. Savings

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter, affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

Section 5. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provision of this ordinance shall remain in full force and effect.

Section 6. Effective Date

This Ordinance shall become effective ten (10) days from the date hereof or upon publication, whichever shall later occur.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a Regular Meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the _____ day of _____, _____.

Louise E. Schilling, Mayor

Tonni L. Bartholomew, MMC
City Clerk

Pastor Brian Tabert of Kensington Community Church gave the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

The Regular Meeting of the Troy City Council was held Monday, April 5, 2010, at City Hall, 500 W. Big Beaver Road. Mayor Schilling called the Meeting to order at 7:30 PM.

B. ROLL CALL:

Mayor Louise E. Schilling
 Robin Beltramini
 Mayor Pro Tem Wade Fleming
 Martin Howrylak
 Mary Kerwin
 Maureen McGinnis
 Dane Slater

C. CERTIFICATES OF RECOGNITION:

C-1 Presentations:

- a) On behalf of the City of Troy, Mayor Louise Schilling presented a proclamation to US Army Captain Brad Caton and Sergeant Brian Paquette in recognition of the Military Community Covenant April 2010.

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT:

Janice Daniels
Barbara Klein
Robert Waldron

James Savage

Richard Peters
Forrest Wall – VP of Government
Affairs & Industry Relations for the
Bldg. Industry Association for SE Michigan
Don Pratt – Builder/Developer in SE Mich.
Chairman - Construction Code Commission

Dan MacLeish

Discussed city's budget and Troy Daze Festival
 Discussed essential city services
 Discussed various issues small businesses are facing
 due to the road construction on Rochester Road
 Disappointed in the comments made about two
 Council Members at the last City Council meeting
 Discussed various topics
 Discussed H-9 Standard Purchasing Resolution 8: Best
 Value Award Building Department Services; supports
 Building Department
 Discussed H-9 Standard Purchasing Resolution 8: Best
 Value Award Building Department Services; supports
 Building Department
 Discussed H-9 Standard Purchasing Resolution 8: Best
 Value Award: supports Building Department

G. POSTPONED ITEMS:

G-1 No Postponed Items

H. REGULAR BUSINESS:

H-1 Appointments to Boards and Committees: None Scheduled

H-2 Nominations for Appointments to Boards and Committees: None Scheduled

H-3 2010 Tri-Party Program

Resolution #2010-04-073

Moved by Beltramini

Seconded by Kerwin

RESOLVED, That Troy City Council hereby **APPROVES** the Cost Participation Agreement between the City of Troy and the Board of Road Commissioners for Oakland County for the 2010 Tri-Party Program at an estimated cost to the City of Troy of \$132,053.00, and hereby **AUTHORIZES** the Mayor and City Clerk to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Schilling, Beltramini, Fleming, Howrylak, Kerwin, McGinnis, Slater

No: None

MOTION CARRIED

H-4 Core Network Upgrade

Resolution #2010-04-074

Moved by Beltramini

Seconded by Slater

WHEREAS, The City is relying more heavily on electronic functions for delivery of service, it is imperative that the City's network infrastructure performs at its peak as well as being stable and reliable to minimize downtime; and

WHEREAS, Expanding the use of virtualization improves the ability to recover in the event of failures;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** and **AUTHORIZES** the purchase of replacement hardware, services and software as detailed in Attachment B for an estimated total cost of \$51,300.00, with yearly maintenance fees of \$3,530.00 that may change annually based on the CPI for the Detroit-Ann Arbor Area utilizing approved purchasing procedures, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Beltramini, Fleming, Howrylak, Kerwin, McGinnis, Slater, Schilling

No: None

MOTION CARRIED

H-5 Bid Waiver – Troy Today

Resolution #2010-04-075

Moved by Slater

Seconded by Beltramini

WHEREAS, Grand River Printing has been providing printing and distribution of the Troy Today for over twenty (20) years;

WHEREAS, The current contract with Grand River Printing expired with the printing and distribution of the Spring 2010 issue;

WHEREAS, It is desirable to change the specifications and add advertising as a means of generating revenue in future editions; and

WHEREAS, There are time constraints to have the 2010 Summer issue mailed by May 3rd to accommodate the application/registration process for patrons registering for summer programs;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DEEMS** it to be in the City's best interest to **WAIVE** formal bidding procedures and hereby **AUTHORIZES** and **APPROVES** a contract with Grand River Printing of Van Buren Twp, MI, to provide printing and distribution of the 2010 Summer issue of the Troy Today for an estimated total cost of \$16,049.00, plus the actual cost of bulk rate postage, while specifications are being revised and advertising sold to help offset the cost of future issues.

Yes: Fleming, Howrylak, Kerwin, McGinnis, Slater, Schilling, Beltramini

No: None

MOTION CARRIED

H-6 Bid Waiver – Hansen Information Technology Replacement

Resolution #2010-04-076

Moved by Fleming

Seconded by Beltramini

WHEREAS, Since 2002 the Hansen Information Technology System has been utilized for water billing, business and dog licensing, asset management, work orders, customer service requests, infrastructure inspections, and inventory management (Resolution #2001-11-565-F4);

WHEREAS, Improvements in technology and increased demands require that both the hardware and Hansen software be replaced not upgraded, as it is cost prohibitive to do so; and the functions split between two systems: BS&A Software and Azteca Cityworks; and

WHEREAS, BS&A Software is currently used by the City and offers utility billing solutions and licensing capabilities, and Azteca Cityworks is utilized by Oakland County and would provide all other functionality utilizing ESRI technology, which is the platform that drives our Geographic Information System;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DEEMS** it to be in the City's best interest to **WAIVE** formal bidding procedures and hereby **AUTHORIZES** the purchase of replacement software as detailed in Attachment C, for an estimated total cost of \$171,670.00, with yearly software maintenance fees of \$60,750.00 that may change annually based on the CPI for the Detroit-Ann Arbor Area, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the purchase of necessary hardware from Hewlett Packard and other software from CDW-G for an estimated total cost of \$30,535.00 utilizing approved purchasing procedures.

Yes: Howrylak, Kerwin, McGinnis, Slater, Schilling, Beltramini, Fleming

No: None

MOTION CARRIED

H-7 Planning Consultant Services Contract

Resolution #2010-04-077

Moved by Slater

Seconded by Kerwin

WHEREAS, An Agreement for Consulting Services was entered into on April 18, 2005 between the City of Troy and Carlisle/Wortman Associates, Inc., for a period of five (5) years; and

WHEREAS, City Management is satisfied with the service provided by Carlisle/Wortman Associates, Inc. and considers the proposed hourly rate schedule to be reasonable;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the extension of the Agreement for Consulting Services for a period of one (1) year; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to execute the one (1) year extension of Agreement for Consulting Services, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Kerwin, McGinnis, Slater, Schilling, Beltramini, Fleming

No: Howrylak

MOTION CARRIED

H-8 Cancellation of Troy Daze Festival

Resolution #2010-04-078

Moved by Kerwin

Seconded by Beltramini

WHEREAS, The Troy Daze Festival has been a community fair for the past 41 years, through participation of in-kind services and financial subsidy of the City of Troy;

WHEREAS, Although coordinated by volunteers, the festival requires considerable resources by the following City departments: Community Affairs, Department of Public Works, Parks and Recreation, Risk Management, Purchasing, Finance, Treasurer, Fire, and Police;

WHEREAS, Revenues generated from the Troy Daze Festivals have regularly experienced shortfalls and does not cover festival expenses which have been supplemented by the City of Troy;

WHEREAS, The 2010 proposed Festival is anticipated to run as in years past with a significant cash shortage to supplement festival expenses including City staffing and expenses;

WHEREAS, The City of Troy is experiencing a declining revenue stream resulting in a reduction of City staff and resources; and

WHEREAS, All remaining City staff resources are being dedicated to core services and public safety;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **RECOGNIZES** the declined economic condition resulting in unforeseen reduction of City staff and resources; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **RECOGNIZES** the Troy Daze Festival places an undue hardship both financial and staffing on an already strained City Government; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **DEEMS** it to be in the best interest of the Troy city residents to **CANCEL** the Troy Daze Festival indefinitely; and

BE IT FINALLY RESOLVED, That Troy City Council will **REVISIT** the possibility of reinstating the Troy Daze Festival in the future.

Yes: McGinnis, Slater, Schilling, Beltramini, Fleming, Kerwin

No: Howrylak

MOTION CARRIED

The meeting **RECESSED** at 9:11 PM.

The meeting **RECONVENED** at 9:22 PM.

H-9 Standard Purchasing Resolution 8: Best Value Award – Building Department Services

Resolution #2010-04-079
Moved by McGinnis
Seconded by Fleming

RESOLVED, That Troy City Council hereby **AUTHORIZES** City Administration to negotiate a three-year contract to provide Building Department Services with an option to renew for two (2) additional years, to the highest rated bidder, SafeBuilt Michigan of Clarkston, as a result of a best value process, which the Troy City Council determines to be in the public interest, to expire June 30, 2013, at rates contained in the tabulation opened March 18, 2010, with fees assessed at 80% or 75% of permit fees depending on revenues in a given 12-month period, copies of which are **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council will **REVIEW** and **APPROVE** the final contract.

Yes: Slater, Schilling, Beltramini, Fleming, Kerwin, McGinnis
No: Howrylak

MOTION CARRIED

H-10 Scheduling of a Study Session to Further Discuss Restructuring Troy Government

Resolution #2010-04-080
Moved by Kerwin
Seconded by Slater

RESOLVED, That Troy City Council hereby **SCHEDULES** a special study meeting to further discuss restructuring City of Troy government in the Council Board Room of Troy City Hall, 500 W. Big Beaver, Troy, MI 48084 on Tuesday, April 20, 2010 at 7:00 PM.

Yes: Schilling, Beltramini, Fleming, Kerwin, McGinnis, Slater
No: Howrylak

MOTION CARRIED

I. CONSENT AGENDA:

I-1a Approval of “I” Items NOT Removed for Discussion

Resolution #2010-04-081
Moved by Kerwin
Seconded by Beltramini

RESOLVED, That all items as presented on the Consent Agenda are hereby **APPROVED** as presented with the exception of Items I-4d, I-4e, I-4i, and I-11, which **SHALL BE CONSIDERED** after Consent Agenda (I) items, as printed.

Yes: Beltramini, Fleming, Howrylak, Kerwin, McGinnis, Slater, Schilling

No: None

MOTION CARRIED

I-2 Approval of City Council Minutes

Resolution #2010-04-081-I-2

RESOLVED, That Troy City Council hereby **APPROVES** the Minutes of the 7:30 PM Regular City Council Meeting of March 15, 2010 as submitted.

I-3 City of Troy Proclamation:

Resolution #2010-04-081-I-3

RESOLVED, That Troy City Council hereby **APPROVES** the following City of Troy Proclamation:

- a) Recognition of the Military Community Covenant – April 2010

I-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 3: Exercise Renewal Option – Aggregates**

Resolution #2010-04-081-I-4a

WHEREAS, On April 6, 2009, one-year contracts to provide aggregates with an option to renew for one additional year were awarded to the low bidders, Bedrock Maintenance Services of Ortonville, MI and Metropolitan Demolition LLC of Romulus, MI (Resolution #2009-04-129-F-4a);

WHEREAS, On May 11, 2009, Troy City Council rescinded with prejudice the award to Metropolitan Demolition for failure to provide the required insurance certificates(s) and authorized City staff to utilize the informal three (3) quote process for future purchases of crushed concrete, 3”-6” (Resolution #2009-05-154-F7); and

WHEREAS, Bedrock Express has agreed to exercise the one-year option to renew the contract under the same prices, terms, and conditions;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **EXERCISES** the option to renew the contract with Bedrock Express of Ortonville, MI, to provide one-year requirements of aggregates under the same contract prices, terms, and conditions expiring April 30, 2011.

b) Standard Purchasing Resolution 2: Bid Award – Lowest Bidder Meeting Specifications – Hauling/Disposal of Dirt and Debris

Resolution #2010-04-081-I-4b

RESOLVED, That Troy City Council hereby **AWARDS** a one-year contract to provide Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year to the lowest total acceptable bidder, Bedrock Express LTD of Ortonville, MI at unit prices contained in the bid tabulation, which opened March 11, 2010 with the contract expiring March 31, 2011, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That the contract is **CONTINGENT** upon submission of properly executed bid and contract documents, including insurance certificates and all other specified requirements.

c) Standard Purchasing Resolution 3: Exercise Renewal Option – Transit Mixed Concrete

Resolution #2010-04-081-I-4c

WHEREAS, On March 30, 2009, one-year contracts for transit mixed concrete with an option to renew for one (1) additional year were awarded to the low bidders, Nagy Ready Mix, Inc. of Utica, MI as the primary supplier and Superior Materials, LLC of Farmington Hills, MI as the secondary supplier (Resolution #2009-03-115-F-4b);

WHEREAS, On December 30, 2009, Nagy Ready Mix, Inc. ceased operations and all assets and contracts were assumed by Paragon Ready Mix, Inc.; and

WHEREAS, Paragon Ready Mix, Inc., the primary supplier, and Superior Materials, LLC, the secondary supplier, have agreed to exercise the option to renew the contracts for one (1) additional year under the same prices, terms, and conditions;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **EXERCISES** the option to renew the contracts to provide transit mixed concrete with Paragon Ready Mix, Inc. of Utica, MI, as the primary supplier, and Superior Materials, LLC, as the secondary supplier, at unit prices contained in the bid tabulation opened March 12, 2009, with contract expiring April 30, 2011.

f) Standard Purchasing Resolution 2: Bid Award – Lowest Bidders Meeting Specifications – Mosquito Control

Resolution #2010-04-081-I-4f

RESOLVED, That Troy City Council hereby **AWARDS** a three-year contract for Mosquito Control to the lowest total acceptable bidder, Custom Lawn Care of Burton, MI for Proposals A-G at unit prices contained on the bid tabulation, which opened February 16, 2010, with the contract expiring December 31, 2012, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That the contract is **CONTINGENT** upon submission of properly executed bid and contract documents, including insurance certificates and all other specified requirements; and

BE IT FINALLY RESOLVED, That Troy City Council hereby **REJECTS** Proposal H due to program limitations on funds received through Oakland County.

g) **Standard Purchasing Resolution 2: Bid Award – Lowest Bidders Meeting Specifications – Turfgrass Chemical Products for Sylvan Glen and Sanctuary Lake Golf Courses**

Resolution #2010-04-081-I-4g

RESOLVED, That Troy City Council hereby **AWARDS** contracts to purchase seasonal requirements of turfgrass chemical products for Sylvan Glen and Sanctuary Lake Golf Courses to the lowest bidders meeting specifications as follows:

BIDDERS

Tri-Turf Inc. of Farmington, Hills, MI
 Helena Chemical Co. of Zeeland, MI
 Great Lakes Turf LLC of Grand Rapids, MI
 Harrell's LLC of Lakeland, FL
 John Deere Landscapes of Cleveland, OH
 Turfgrass Inc. of Novi, MI
 Agrium Advanced Technologies of Sunfield, MI

ITEMS

1, 4, 7, 30
 2, 5, 21, 24, 26
 3, 8, 9, 10, 11, 19, 22, 23, 27, 28
 6, 12, 13, 16, 20, 31, 32
 14, 25
 15, 18, 29
 17, 21

for an estimated total cost of \$144,603.92, at unit prices contained in the bid tabulation opened March 4, 2010 with contracts expiring December 31, 2010, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

h) **Standard Purchasing Resolution 1: Award to Low Bidders – Asphalt Paving Material – Hot Patch**

Resolution #2010-04-081-I-4h

RESOLVED, That Troy City Council hereby **AWARDS** contracts to provide one-year requirements of Asphalt Paving Material – Hot Patch to the low bidders, Barrett Paving Materials Inc, Troy, MI – Items 1-5 and Surface Coatings Company, Auburn Hills – Items 6-7, at unit prices contained on the bid tabulation opened February 26, 2010 with contracts expiring December 31, 2010, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That the awards are **CONTINGENT** upon submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

I-5 Scheduling of a Public Hearing on April 19, 2010 for Community Development Block Grant (CDBG) Program Year 2007 Reprogramming of Funds

Resolution #2010-04-081-I-5

RESOLVED, That Troy City Council hereby **SCHEDULES** a Public Hearing on April 19, 2010 at 7:30 PM or as soon thereafter as the agenda will permit for the purpose of hearing public comments on reprogramming 2007 CDBG funds to the Section 36 Park Project.

I-6 Approval of Recognition as a Nonprofit Organization Status from James P. Conrad, Board Chairman of the National Polish American – Sports Hall of Fame

Resolution #2010-04-081-I-6

RESOLVED, That Troy City Council hereby **APPROVES** the request from the *National Polish American – Sports Hall of Fame* asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license as recommended by City Management **CONTINGENT** upon the applicant's submittal of *Copy of Form #1023-Application for Recognition Exemption*.

I-7 City of Troy v. Ziegler

Resolution #2010-04-081-I-7

RESOLVED, That Troy City Council hereby **AUTHORIZES** and **DIRECTS** the City Attorney to represent the City of Troy in the appeal filed with the Michigan Court of Appeals by the Defendant in the case of *People of the City of Troy v Erik Ziegler*, Docket No. 297091, and to pay all expenses necessary to adequately represent the City.

I-8 City of Troy v. JMT Properties, LLC

Resolution #2010-04-081-I-8

RESOLVED, That Troy City Council hereby **APPROVES** the proposed Consent Judgment in the condemnation case of *City of Troy v JMT Properties, LLC* (Oakland County Circuit Court Case No. 09-100948-CC), and hereby **AUTHORIZES** payment in the amounts stated therein; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City Attorney's Office to execute the document on behalf of the City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

I-9 Stickney Lawsuit

Resolution #2010-04-081-I-9

RESOLVED, That Troy City Council hereby **AUTHORIZES** and **DIRECTS** the City Attorney to represent the City of Troy defendants in any and all claims for damages in the matter of

Stickney v. Troy et.al, United States District Court for the Eastern District of Michigan Court case number 10-10487; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City Attorney to pay necessary costs and expenses and to retain any necessary expert witnesses to adequately represent the City of Troy defendants.

I-10 Section 36 Park Name Update

Resolution #2010-04-081-I-10

WHEREAS, The Troy City Council has adopted a Policy for Naming Public Places Specific to Parks and Recreation; and

WHEREAS, The process outlined in the policy was followed for the naming of the park in Section 36;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **NAMES** the park in Section 36, Milverton Park.

I-12 Interlocal Agreement with Oakland County Authorizing City of Troy Employees and/or Volunteer Firefighters who are Members of the Regional Urban Search and Rescue Task Force to Operate Task Force Vehicles

Resolution #2010-04-081-I-12

WHEREAS, Each Participating Agency has the power, privilege and authority to maintain and operate a fire department providing fire protection, fire suppression, emergency medical services, technical rescue, search and rescue response operations, hazardous incident response, and other emergency response services;

WHEREAS, Fire Services can further be improved by cooperation between political subdivision during times of public emergency, conflagration or disaster (“Incidents”);

WHEREAS, The Michigan Constitution of 1963, Article 7 § 28, the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 et seq., and the Emergency Management Act, MCL 30.401 et seq., permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately;

WHEREAS, Each Participating Agency continues to face threats to public safety (“Incidents”);

WHEREAS, The resources of the Participating Agency might be strained or overwhelmed if forced to confront such Incidents in isolation and the Parties acknowledge the possibility that additional resources and equipment, beyond those of the Participating Agency facing the Incident, may be required to meet and mitigate ht dangers to public safety and as such, has designated employees or volunteers that participate with Michigan Task Force 1 (MI-TF1);

WHEREAS, The County has acquired specialized Search and Rescue Emergency Response Vehicles and associated equipment to aid in responding to such Incidents; and

WHEREAS, Pursuant to the Michigan constitution, the Urban Cooperation Act and the Emergency Management Act, the Parties enter into this Agreement to set forth the rights and duties regarding the use and operation of the Search and Rescue Emergency Response Vehicles acquired and owned by the county;

THEREFORE, BE IT RESOLVED, That Troy City Council in consideration of the mutual promises, obligations representation, and assurances in this Agreement, hereby **AGREES** to the agreement; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to execute the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

I-1b Address of “I” Items Removed for Discussion by City Council

I-4 Standard Purchasing Resolutions:

d) Standard Purchasing Resolution 4: Award – Oakland County Cooperative Purchasing Agreement – Fleet Vehicles

Resolution #2010-04-082-I-4d

Moved by Beltrami

Seconded by Fleming

RESOLVED, That Troy City Council hereby **AWARDS** a contract to purchase one (1) 2010 Chevrolet Malibu, one (1) 2010 Chevrolet Traverse, one (1) 2010 Chevrolet Cargo van and two (2) 2010 Chevrolet Pickup trucks from Buff Whelan Chevrolet of Sterling Heights, MI, through an Oakland County Cooperative Purchasing Agreement for an estimated total cost of \$93,315.33.

Yes: Fleming, Howrylak, Kerwin, McGinnis, Slater, Schilling, Beltrami

No: None

MOTION CARRIED

e) Standard Purchasing Resolution 4: Award – Macomb County Cooperative Purchasing Agreement – Fleet Vehicles

Resolution #2010-04-082-I-4e

Moved by Beltrami

Seconded by Fleming

RESOLVED, That Troy City Council hereby **AWARDS** contracts to purchase one (1) 2010 Ford Expedition 4x4, one (1) 2010 Ford Explorer 4x4 and one (1) 2010 Ford Sport Trac 4x4 from Signature Ford of Owosso, MI, and one (1) Ford Fusion from Varsity Ford of Ann Arbor, MI,

through a Macomb County Cooperative Purchasing Agreement for an estimated total cost of \$70,585.50 and \$17,095.00 respectively.

Yes: Fleming, Howrylak, Kerwin, McGinnis, Slater, Schilling, Beltramini

No: None

MOTION CARRIED

i) **Standard Purchasing Resolution 8: Best Value Award – Big Beaver/Civic Center Landscape Maintenance**

Resolution #2010-04-083-I-4i

Moved by Howrylak

Seconded by Fleming

RESOLVED, That Troy City Council hereby **AWARDS** a one-year contract to provide Landscape Maintenance on the DDA and Civic Center properties with an option to renew for four additional one-year periods to the highest scoring respondent, W. H. Canon, Inc. of Romulus, MI, as a result of a best value process, which the Troy City Council determines to be in the public interest, at unit prices contained on the RFP tabulation opened February 25, 2010 with a contract expiration of December 31, 2012, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That this award is **CONTINGENT** upon submission of properly executed proposal and contract documents, including insurance certificates and all other specified requirements.

Yes: Howrylak, Kerwin, McGinnis, Slater, Beltramini, Fleming

No: Schilling

MOTION CARRIED

I-11 Approval of Request from Mercmiles, Inc. to Transfer Ownership of 2009 Class C Licensed Business with Outdoor Service (1 Area) Located at 3946 Rochester from Rochester Road Ventures, LLC and Requests New Dance-Entertainment Permit, and a New SDM License – MLCC Request #519373

a) **Transfer License and New Dance-Entertainment Permit-New SDM License**

Resolution #2010-04-084a

Moved by McGinnis

Seconded by Beltramini

RESOLVED, That Troy City Council hereby **CONSIDERS** for **APPROVAL** the request from Mercmiles, Inc. to transfer ownership of 2009 Class C Licensed Business with Outdoor Service (1 Area) located at 3946 Rochester, Troy, MI 48083, Oakland County from Rochester Road Ventures, LLC; requests New Dance-Entertainment Permit, and a New SDM License {MLCC Request #519373} above all others”; and

BE IT FURTHER RESOLVED, That it is the consensus of this legislative body that the application **BE RECOMMENDED** “above all others” for issuance.

Yes: Kerwin, McGinnis, Slater, Schilling, Beltramini, Fleming, Howrylak
No: None

MOTION CARRIED

b) Agreement

Resolution #2010-04-084b
Moved by McGinnis
Seconded by Beltramini

WHEREAS, The Troy City Council deems it necessary to enter agreements with applicants for liquor licenses for the purpose of providing civil remedies to the City of Troy in the event licensees fail to adhere to Troy Codes and Ordinances;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** an agreement with Mermiles Inc. to transfer ownership of 2009 Class C Licensed Business with Outdoor Service (1 Area) located at 3946 Rochester, Troy, MI 48083, Oakland County from Rochester Road Ventures, LLC, and requests New Dance-Entertainment Permit and a New SDM License {MLCC Request #519373}, and hereby **AUTHORIZES** the Mayor and City Clerk to execute the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Kerwin, McGinnis, Slater, Schilling, Beltramini, Fleming, Howrylak
No: None

MOTION CARRIED

J. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

J-1 Announcement of Public Hearings:

- a) Zoning Ordinance Text Amendment (File Number ZOTA 242) – Agricultural Uses in R-1A through R-1E (One Family Residential) Districts – April 19, 2010
Noted and Filed
-

- J-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time):** None Submitted

K. COUNCIL REFERRALS:

Items Advanced to the City Manager by Individual City Council Members for Placement on the Agenda

Vote on Resolution to Suspend Rules of Procedure for the City Council, Rule #26 – Continued Agenda Items Not Considered Before 12:00 AM

Resolution #2010-04-085

Moved by Beltramini

Seconded by Fleming

RESOLVED, That City Council hereby **SUSPENDS** Rules of Procedure for the City Council, Rule #26 - *Continued Agenda Items Not Considered Before 12:00 AM* and **AUTHORIZE** City Council to **EXTEND** the adjournment time to 12:30 AM on Tuesday, April 6, 2010.

Yes: McGinnis, Slater, Schilling, Beltramini, Fleming, Howrylak, Kerwin

No: None

MOTION CARRIED

K-1 Using Fund Balance to Advance Sustainability – Referred by Council Member Robin Beltramini – General consensus of City Council Members to take no action.

L. COUNCIL COMMENTS

L-1 Council Comments Advanced:

Mayor Schilling commended the Police and Fire Departments response to a structure fire that occurred at the American House this past weekend.

Mayor Schilling discussed the positive efforts of Robert Waldron who, with other participating businesses, is spearheading a plan to promote business on Rochester Road during the construction project.

Council Member Howrylak indicated it was brought to his attention that during Public Comment the cameras do not display the front view of the speakers. He requested that either the cameras be redirected or a rule be included in Council Rules and Procedures stating that the cameras will only display a rear view of the speakers.

Council Member Kerwin requested that City Council schedule a study session as soon as possible to develop a code of conduct, to revisit City Council's Goals and update City Council's Rules and Procedures. She added that City Council should also look at the board and committee's structure at this time.

Council Member Kerwin distributed copies of Avondale Youth Assistance's Annual Report noting that the City has traditionally designated funds for Youth Assistance and they should bear this in mind as they work through the 2010-2011 Budget process.

Council Member Kerwin reported that Michigan State University is offering 100 free training programs in a number of different areas that are open to everyone. She added if anyone is interested in attending the "Michigan Prosperity Initiative" that information can be found at www.landpolicy.msu.edu\mpi.

Council Member Kerwin commented on how the city needs volunteers now more than ever to help deliver services differently.

Council Member Beltramini reported that Troy Youth Assistance is recognizing 154 middle and high school students on April 21, 2010 at Athens High School.

Mayor Schilling reported that the Troy Board of Education is developing a public participation code to assist the board when conducting their board meetings. She suggested that City Council may want to review the code.

M. REPORTS

M-1 Minutes – Boards and Committees:

- a) Historic District Commission/Final – January 19, 2010
- b) Historic Commission/Final – January 26, 2010
- c) Liquor Advisory Committee/Final – February 8, 2010
- d) Employees' Retirement System Board of Trustees/Final – February 10, 2010
- e) Library Advisory Board/Final – February 11, 2010
- f) Board of Zoning Appeals/Draft – February 16, 2010
- g) Board of Zoning Appeals/Final – February 16, 2010
- h) Historic District Commission/Final – February 16, 2010
- i) Parks and Recreation Advisory Board/Final – February 18, 2010
- j) Planning Commission Special/Study/Final – February 23, 2010
- k) Election Commission/Final – March 3, 2010
- l) Liquor Advisory Committee/Draft – March 8, 2010
- m) Planning Commission/Draft – March 9, 2010
- n) Planning Commission/Final – March 9, 2010
- o) Library Advisory Board/Draft – March 11, 2010
- p) Troy Daze Advisory Committee/Draft – March 23, 2010
- q) Election Commission/Draft – March 29, 2010

Noted and Filed

M-2 Department Reports:

- a) Council Member Kerwin Travel Expense Report – MML *Creating Vibrant and Walkable Communities* Session in Lansing, Michigan on February 12, 2010
- b) Council Member McGinnis Travel Expense Report – MML *Creating Vibrant and Walkable Communities* Session in Lansing, Michigan on February 12, 2010
- c) Police Department – Oakland County Narcotic Enforcement Team (NET)
- d) Police Department – Balkan Organized Crime Task Force (BOCTF)

Noted and Filed

M-3 Letters of Appreciation:

- a) Letter to Chief Craft from Ann and Steve Doman in Appreciation of Assistance Received from Officers Meinzinger and Strong
- b) Letter of Thanks to Officer David Isham from Luanne Sherman

Noted and Filed

M-4 Proposed Proclamations/Resolutions from Other Organizations:

- a) City of Birmingham Resolution – Calling on Representatives in Lansing and Washington to Protect State and Federal Funding for Michigan Roads and Bridges
- b) City of Southgate Resolution in Support of Proposed House Bill Language in Regard to Publishing Legal Notices

Noted and Filed

M-5 Communication from the State of Michigan Public Service Commission Regarding Notice of Hearing for the Customers of Consumers Energy Company and The Detroit Edison Company – Case No. U-16055

Noted and Filed

M-6 Communication from the State of Michigan Public Service Commission Regarding Notice of Hearing for the Electric Customers of The Detroit Edison Company – Case No. U-15806

Noted and Filed

M-7 Communication from City Attorney Lori Grigg Bluhm Regarding Sean Steven Seyler v. City of Troy and Troy Police Department

Noted and Filed

N. STUDY ITEMS

N-1 No Study Items Submitted

O. CLOSED SESSION:

O-1 No Closed Session Requested

P. ADJOURNMENT

The meeting **ADJOURNED** on Tuesday, April 6, 2010 at 12:25 AM.

Louise E. Schilling, Mayor

Tonni L. Bartholomew, MMC
City Clerk



CITY COUNCIL ACTION REPORT

April 14, 2010

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Acting Assistant City Manager/Economic Development Services
Susan A. Leirstein, Purchasing Director
Timothy L. Richnak, Public Works Director

SUBJECT: Standard Purchasing Resolution 1: – Award To Low Bidder –Rough Weed Mowing Services

Background

- On March 31, 2010, bid proposals were received to provide grass and weed mowing services for city right of ways, detention ponds and undeveloped properties for three-years with an option to renew for two additional years.
- Three hundred and seven (307) vendors were notified via the MITN system and six (6) bids were received as well as one statement of no bid.
- Property maintenance helps retain and attract investment while encouraging redevelopment.
- Maintenance of these areas reduces visual barriers and increases pest control.

Financial Considerations

- Funds are budgeted in the contractual service accounts of the Streets Division for major grass and weed control 471.7802.070 and 519.7802.070, and retention pond services 514.7802.070.
- The unit prices for each group under Proposal A have, on average, decreased by nearly 50% over the last contract and hourly rates bid for Proposal B have decreased an average of 13%. With these cost reductions and the reduction in the frequency and number of right-of-ways to be mowed, the City will see an average yearly savings of \$78,000.00 for this contract.

Legal Considerations

- ITB-COT 10-12, rough weed mowing services was competitively bid as required by City Charter and Code.
- The award is contingent upon contractor's submission of properly executed contract and bid documents, including insurance certificates and all specified requirements.

Recommendations

- City management and the Public Works Department recommend awarding a three-year contract for streets rough weed mowing with an option to renew for two additional years to the low total bidder, Cal Fleming Landscaping & Tree Service, Inc of Roseville, MI, for an estimated annual cost of \$42,000.00 at unit prices contained in the bid tabulation opened March 31, 2010, which includes Proposal B – the optional service of line trimming as needed with the contract expiring December 31, 2012.

VENDOR NAME:

** Cal Fleming Landscaping & Tree Service, Inc.	Metro Detroit Landscaping	Green Meadows Lawnscape, Inc
34555	1050004718	16342258
\$ 5,000.00	\$ 5,000.00	\$ 5,000.00

CHECK #:

CHECK AMOUNT:

PROPOSAL: MOWING SERVICES FOR RIGHT OF WAYS, DETENTION PONDS, & UNDEVELOPED PROPERTIES FOR THREE YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS

PROPOSAL A: MOWING ROW, DETENTION PONDS, & UNDEVELOPED PROPERTIES

GROUP #1 -- RIGHT OF WAYS --

Est Qty - 42,100 Inft x 3 mows

Cost per Linear Foot			
2010	0.0300	0.0750	0.0680
2011	0.0300	0.0750	0.0680
2012	0.0300	0.0750	0.0680
TOTAL COST per linear foot	\$ 0.0900	\$ 0.2250	\$ 0.2040

GROUP #2 -- DETENTION PONDS -- Per Mow

Est Qty - 112 acres x 9 mows

	2010	2011	2012	2010	2011	2012	2010	2011	2012
1/4 Acre or Less	\$ 13.50	\$ 13.50	\$ 13.50	\$ 20.00	\$ 21.00	\$ 22.00	\$ 28.00	\$ 28.00	\$ 28.00
1/4 to 1/2 Acre	\$ 16.00	\$ 16.00	\$ 16.00	\$ 25.00	\$ 26.00	\$ 27.00	\$ 32.00	\$ 32.00	\$ 32.00
1/2 to 3/4 Acre	\$ 18.00	\$ 18.00	\$ 18.00	\$ 30.00	\$ 31.00	\$ 32.00	\$ 36.00	\$ 36.00	\$ 36.00
3/4 to 1 Acre	\$ 22.50	\$ 22.50	\$ 22.50	\$ 35.00	\$ 36.00	\$ 37.00	\$ 40.00	\$ 40.00	\$ 40.00
Acreage	\$ 25.00	\$ 25.00	\$ 25.00	\$ 35.00	\$ 36.00	\$ 37.00	\$ 44.00	\$ 44.00	\$ 44.00
TOTAL COST per mow	\$ 95.00	\$ 95.00	\$ 95.00	\$ 145.00	\$ 150.00	\$ 155.00	\$ 180.00	\$ 180.00	\$ 180.00

GROUP #3 -- UNDEVELOPED PROPERTIES --

Est Qty - 120 acres x 3 mows

	2010	2011	2012	2010	2011	2012	2010	2011	2012
1/4 Acre or Less	\$ 16.00	\$ 16.00	\$ 16.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 30.00	\$ 30.00	\$ 30.00
1/4 to 1/2 Acre	\$ 18.00	\$ 18.00	\$ 18.00	\$ 25.00	\$ 26.00	\$ 27.00	\$ 34.00	\$ 34.00	\$ 34.00
1/2 to 3/4 Acre	\$ 22.50	\$ 22.50	\$ 22.50	\$ 30.00	\$ 31.00	\$ 32.00	\$ 38.00	\$ 38.00	\$ 38.00
3/4 to 1 Acre	\$ 25.00	\$ 25.00	\$ 25.00	\$ 35.00	\$ 36.00	\$ 37.00	\$ 42.00	\$ 42.00	\$ 42.00
Acreage	\$ 27.00	\$ 27.00	\$ 27.00	\$ 35.00	\$ 36.00	\$ 37.00	\$ 45.00	\$ 45.00	\$ 45.00
TOTAL COST per mow	\$ 108.50	\$ 108.50	\$ 108.50	\$ 145.00	\$ 150.00	\$ 155.00	\$ 189.00	\$ 189.00	\$ 189.00

PROPOSAL B: (OPTIONAL SERVICE) LINE TRIMMING

Hourly Rate Including All Costs			
2010	27.50	19.00	22.00
2011	27.50	19.00	22.00
2012	27.50	19.00	22.00

GRAND TOTAL PROPOSAL B:

\$ 82.50	\$ 57.00	\$ 66.00
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SITE INSPECTION	Visited Site Y or N	Yes	Yes	Yes
	Date	3/23/10	3/19/10	3/25 & 3/28/10
CONTACT INFO:	Hrs of Operation	9 AM to 5 PM, M thru F	24 / 7	7 AM to 8 PM
	24 Hr Phone #	989-313-1506	586-563-3990	586-707-1499
	Pager	Blank	N/A	Blank
	Cell #	989-313-1506	586-634-2904	586-707-1499
INSURANCE:	Can Meet	X	X	X
	Cannot Meet			
	Signed Y or N	Yes	Yes	Yes
PAYMENT TERMS:		Net 30 Days	Net 30	N45
EXCEPTIONS:		Blank	None	None

VENDOR NAME:	** Cal Fleming Landscaping & Tree Service, Inc.	Metro Detroit Landscaping	Green Meadows Lawnscape, Inc
ALL OR NONE AWARD	Y or N	Yes	Yes
ACKNOWLEDGEMENT - Signed	Y or N	Yes	Yes
VENDOR QUESTIONNAIRE - Attached	Y or N	Yes	Yes

NO BIDS: Naturalistic Landscapes

****BOLDFACE DENOTES LOW BIDDER**

ATTEST:

 Diane Fisher

 Emily Frontera

 Thomas Rosewarne

 Linda Bockstanz

 Susan Leirstein CPPO CPPB
 Purchasing Director

G: ITB-COT 10-12 Rough Mowing -Streets

Opening Date -- 3/31/10
 Date Reviewed - 4/14/10

VENDOR NAME:	B & B Landscaping	Bob's Landscaping	The Original Williams
		Service, Inc.	Weed Mowing
CHECK #:	31298683	77998	577200
CHECK AMOUNT:	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00

PROPOSAL: MOWING SERVICES FOR RIGHT OF WAYS, DETENTION PONDS, & UNDEVELOPED PROPERTIES FOR THREE YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS

PROPOSAL A: MOWING ROW, DETENTION PONDS, & UNDEVELOPED PROPERTIES

GROUP #1 -- RIGHT OF WAYS --

Est Qty - 42,100 Inft x 3 mows	Cost per Linear Foot		
2010	0.0685	0.0730	0.2900
2011	0.0685	0.0730	0.3000
2012	0.0685	0.0830	0.3100
TOTAL COST per linear foot	\$ 0.2055	\$ 0.2290	\$ 0.9000

GROUP #2 -- DETENTION PONDS -- Per Mow

Est Qty - 112 acres x 9 mows	2010	2011	2012	2010	2011	2012	2010	2011	2012
1/4 Acre or Less	\$ 35.00	\$ 35.00	\$ 35.00	\$ 27.95	\$ 27.95	\$ 31.95	\$ 31.00	\$ 32.00	\$ 33.00
1/4 to 1/2 Acre	\$ 35.00	\$ 35.00	\$ 35.00	\$ 32.95	\$ 32.95	\$ 36.95	\$ 39.00	\$ 40.00	\$ 41.00
1/2 to 3/4 Acre	\$ 35.00	\$ 35.00	\$ 35.00	\$ 37.95	\$ 37.95	\$ 41.95	\$ 43.00	\$ 44.00	\$ 45.00
3/4 to 1 Acre	\$ 35.00	\$ 35.00	\$ 35.00	\$ 42.95	\$ 42.95	\$ 46.95	\$ 50.00	\$ 51.00	\$ 52.00
Acreage	\$ 48.00	\$ 48.00	\$ 48.00	\$ 47.95	\$ 47.95	\$ 51.95	\$ 50.00	\$ 51.00	\$ 52.00
TOTAL COST per mow	\$ 188.00	\$ 188.00	\$ 188.00	\$ 189.75	\$ 189.75	\$ 209.75	\$ 213.00	\$ 218.00	\$ 223.00

GROUP #3 -- UNDEVELOPED PROPERTIES --

Est Qty - 120 acres x 3 mows	2010	2011	2012	2010	2011	2012	2010	2011	2012
1/4 Acre or Less	\$ 35.00	\$ 35.00	\$ 35.00	\$ 27.95	\$ 27.95	\$ 31.95	\$ 31.00	\$ 32.00	\$ 33.00
1/4 to 1/2 Acre	\$ 35.00	\$ 35.00	\$ 35.00	\$ 32.95	\$ 32.95	\$ 36.95	\$ 39.00	\$ 40.00	\$ 41.00
1/2 to 3/4 Acre	\$ 35.00	\$ 35.00	\$ 35.00	\$ 37.95	\$ 37.95	\$ 41.95	\$ 43.00	\$ 44.00	\$ 45.00
3/4 to 1 Acre	\$ 35.00	\$ 35.00	\$ 35.00	\$ 42.95	\$ 42.95	\$ 46.95	\$ 50.00	\$ 51.00	\$ 52.00
Acreage	\$ 48.00	\$ 48.00	\$ 48.00	\$ 47.95	\$ 47.95	\$ 51.95	\$ 50.00	\$ 51.00	\$ 52.00
TOTAL COST per mow	\$ 188.00	\$ 188.00	\$ 188.00	\$ 189.75	\$ 189.75	\$ 209.75	\$ 213.00	\$ 218.00	\$ 223.00

PROPOSAL B: (OPTIONAL SERVICE) LINE TRIMMING

	Hourly Rate Including All Costs		
2010	30.00	22.48	30.00
2011	30.00	22.48	31.00
2012	30.00	24.48	32.00

GRAND TOTAL PROPOSAL B:	\$ 90.00	\$ 69.44	\$ 93.00
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SITE INSPECTION	Visited Site Y or N	Yes	Yes	No
	Date	3/23/10	2007-2009 Contractor	Blank

CONTACT INFO:	Hrs of Operation	7 AM to 5 PM	7 AM to 5 PM	7 AM to 8 PM
	24 Hr Phone #	810-343-3884	810-499-5046	248-240-4081
	Pager	Blank	Blank	Blank
	Cell #	810-343-3884	586-775-4885 - Office	248-240-4081

INSURANCE:	Can Meet	X	X	X
	Cannot Meet			
	Signed Y or N	Yes	Yes	Yes

PAYMENT TERMS:	Net 30	Net 45	Net 30
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EXCEPTIONS:	N/A	None	Blank
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VENDOR NAME:		B & B Landscaping	Bob's Landscaping Service, Inc.	The Original Williams Weed Mowing
ALL OR NONE AWARD	Y or N	No	No	No
ACKNOWLEDGEMENT - Signed	Y or N	Yes	Yes	Yes
VENDOR QUESTIONNAIRE - Attached	Y or N	Yes	Yes	Yes

G: ITB-COT 10-12 Rough Mowing -Streets
 Prepared by LB



CITY COUNCIL ACTION REPORT

April 13, 2010

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
Susan A. Leirstein, Purchasing Director
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Standard Purchasing Resolution 1: Bid Award - Low Bidders – Fertilization Services at Sylvan Glen and Sanctuary Lake Golf Courses

Background

- On March 18, 2010, bids were received to provide one-year requirements of fertilization services for Sylvan Glen and Sanctuary Lake Golf Courses with an option to renew for one additional year.
- Two-hundred and seventy-eight vendors were notified via the MITN system.
- Five vendors responded with one vendor not meeting specifications for failure to provide the proper bid surety.
- Vendors are required to provide large area fertilizers in bulk form and have application equipment capable of handling bulk fertilizer with no damage to the golf course grounds.
- Awarding contracts to vendors saves labor costs in personal service, and is a more efficient, safe means of applying fertilizer to large areas of the golf courses in a timely manner with little or no disruption to staff or our cliental.
- Changes in the specification process generated a wider selection of fertilizers and analysis allowing staff the ability to increase acreage at an estimated cost less than those previously bid.
- Each application on the proposal was considered as a separate bid; and recommendations are made to the lowest responsible bidders for each application as follows:
 - Proposal A: Sylvan Glen Golf Course - One Spring and one Fall Application to Great Lakes Turf, LLC., 17-0-26 fertilizer at a cost of \$0.29 per pound plus application fee.
 - Proposal A: Sylvan Glen Golf Course - Two Summer Applications to Great Lakes Turf, LLC., 0-0-24 w/ 16% Ca, 0.5% Mg at a cost of \$0.23 per pound plus application fee.
 - Proposal B: Sanctuary Lake Golf Course - One Fall Application to Great Lakes Turf, LLC., 13-0-17 w/ 8% Ca at a cost of \$0.24 per pound plus application cost.
 - Proposal B: Sanctuary Lake Golf Course - Spring and Summer Applications to Tri-Turf., 25-0-5 w/ Mesa at a cost of \$0.311 per pound plus application fee (less discount).
 - Proposal A: Sylvan Glen Golf Course - One Spring Application and Proposal B: Sanctuary Lake Golf Course - Spring, Summer and Fall Applications of bagged material for cut-in work not accessible by bulk truck to Tri-Turf, 25-0-5 Mesa at a cost of \$0.311 per pound or \$15.55 per bag (less discount).
- Payment terms were considered when comparing each proposals bid pricing.
- Quality Landscape & Fertilizing, Inc. withdrew their bid for Proposal B due to incorrect pricing.

April 13, 2010

To: John Szerlag, City Manager
Re: Bid Award – Low Bidders– Fertilization Services

Financial Considerations

- Funds for these services are available in the contractual service grounds maintenance accounts for Sylvan Glen #584.785.7802.050 and Sanctuary Lake #583.765.7802.050.
- The unit cost per pound for both Proposal A and B has decreased since the last time these services were bid. Overall this contract is less costly than last year by approximately \$17,000.00.

Legal Considerations

- ITB-COT10-10 to provide fertilization services for both golf courses was competitively bid as required by City Charter and Code.
- The awards are contingent upon contractors' submission of proper insurance certificates, and all other specified requirements.

Recommendation

- City management and the Golf Division of the Parks and Recreation department recommend awarding contracts for fertilization services for Sylvan Glen and Sanctuary Lake Golf Courses on an application by application basis to the two lowest bidders, Tri-Turf, of Farmington Hills, MI, and Great Lakes Turf, LLC of Grand Rapids, MI, at unit prices contained in the bid tabulation with a contract expiration of December 31, 2010.

Opening Date -- 3/18/10
Date Reviewed - 4/11/10

CITY OF TROY
BID TABULATION
FERTILIZATION SERVICES - GOLF COURSE

VENDOR NAME: jh/sl

CHECK #
AMOUNT

Tri-Turf	Great Lakes Turf L.L.C.	Turfgrass, Inc.
9229000961	09-925137032	9468402346
\$500.00	\$500.00	\$500.00

PROPOSAL-- FURNISH ONE (1) YEAR REQUIREMENTS OF FERTILIZATION SERVICES AT SYLVAN GLEN AND SANCTUARY LAKE GOLF COURSES WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR

PROPOSAL "A" SYLVAN GLEN GOLF COURSE			#F/Acre	Cost/Pound	#F/Acre	Cost/Pound	#F/Acre	Cost/Pound
<i>For Golf Course Fairways & Roughs & Berms</i>								
21 Acres	Spring/Fall	Cost per pound	192	\$ 0.364	190.48	\$ 0.29	192	\$ 0.318
21 Acres	Two (2) Summer	Cost per pound	187	\$ 0.29	190.48	\$ 0.23	187	\$ 0.267
24 Acres	Spring	Per lb	175	\$ 0.311		\$ -	174	\$ 0.3086
		Per Bag		\$ 15.55		\$ -		\$ 15.43

PROPOSAL "B" SANCTUARY LAKE GOLF COURSE			#F/Acre	Cost/Pound	#F/Acre	Cost/Pound	#F/Acre	Cost/Pound
<i>For Golf Course Fairways & Roughs & Berms</i>								
65 Acres	Spring/Summer	Cost per pound	175	\$ 0.311		No Bid	174	\$ 0.3086
65 Acres	Fall	Cost per pound	250	\$ 0.29	246.15	\$ 0.24	251	\$ 0.267
24 Acres	Spring/Summer/Fall	Per lb	175	\$ 0.311		\$ -	174	\$ 0.3086
		Per Bag		\$ 15.55		\$ -		\$ 15.43

PROPOSAL "C" APPLICATION SERVICE COSTS			Cost/Acre/Application	Cost/Acre/Application	Cost/Acre/Application
279 Total Acres	For Golf Course Fairways & Roughs & Berms				
	at Both Facilities	1-49 acres	\$ 19.00	\$ 19.00	(1-50 acres) \$ 19.00
		50-99 acres	\$ 16.50	\$ 19.00	(51 - 150) \$ 16.50
		100-200 acres	\$ 14.00	\$ 19.00	(150+acres) \$ 14.00

ESTIMATED TOTAL ALL ITEMS:	\$ 14,445.05	\$ 10,831.02	\$ 14,280.39
w/terms	\$ 14,156.15		

SITE INSPECTION: Y/N DATE Yes Many Times Yes 2/8/2010 Yes 3/4/10 +Many Times

CONTACT INFORMATION: Hours of Operation 8 AM to 5 PM 24HR Phone Number 248-640-4439 M - F 8 AM to 5 PM 586-915-9281 7 AM to 7 PM 248-866-6081

BIDDER'S QUESTIONNAIRE Attached: Y or N Yes Yes Yes

INSURANCE: Can Meet XX Cannot Meet

ALTERNATE INSURANCE: POLLUTION COVERAGE Can Meet Blank Cannot Meet Blank XX

PAYMENT TERMS: 2% 10 - Net 30 Net 15 days Net due 60 days

WARRANTY: Manufacturer Manufacturer Manufacturer

EXCEPTIONS: Blank Fertilization services to be Attached To Bid Provided by Precision Turf

ALL OR NONE AWARD Y or N No No No

ACKNOWLEDGEMENT Signed: Y or N Yes Yes Yes

ADDENDUM #1 Attached: Y or N Yes Yes Yes

DMS:
Harrells' LLC - Did not include bid deposit check

HIGHLIGHTED AREAS DENOTES LOWEST ACCEPTABLE BIDDERS

ATTEST:
Danny McDonald
Julie Hamilton
Debra Painter

Susan Leirstein CPPO CPPB
Purchasing Director

Opening Date -- 3/18/10
 Date Reviewed - 4/11/10

CITY OF TROY
 BID TABULATION
 FERTILIZATION SERVICES - GOLF COURSE

VENDOR NAME:

Quality Landscape & Fertilizing, Inc.		
9484500860		
\$500.00		

CHECK #
 AMOUNT

PROPOSAL-- FURNISH ONE (1) YEAR REQUIREMENTS OF FERTILIZATION SERVICES AT SYLVAN GLEN AND SANCTUARY LAKE GOLF COURSES WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR

PROPOSAL "A" SYLVAN GLEN GOLF COURSE

For Golf Course Fairways & Roughs & Berms

			#F/Acre	Cost/Pound
21 Acres	Spring/Fall	Cost per pound	75	\$ 0.85
21 Acres	Two (2) Summer	Cost per pound	100	\$ 0.85
24 Acres	Spring	Per lb	100	\$ 0.85
		Per Bag		\$ 42.50

PROPOSAL "B" SANCTUARY LAKE GOLF COURSE

For Golf Course Fairways & Roughs & Berms

			#F/Acre	Cost/Pound
65 Acres	Spring/Summer	Cost per pound		withdrawn
65 Acres	Fall	Cost per pound		withdrawn
24 Acres	Spring/Summer/Fall	Per lb		withdrawn
		Per Bag		withdrawn

PROPOSAL "C" APPLICATION SERVICE COSTS

		Cost/Acre/Application
279 Total Acres	For Golf Course Fairways & Roughs & Berms at Both Facilities	
	1 - 49 acres	\$ 85.00
	50 - 99 acres	\$ 84.00
	100 - 200 acres	\$ 83.00

ESTIMATED TOTAL ALL ITEMS:

\$ 32,045.00		
---------------------	--	--

SITE INSPECTION: Y/N
 DATE

Yes
 3/5/2010

CONTACT INFORMATION:

Hours of Operation
 24HR Phone Number

7 AM to 7 PM
 248-891-6711

BIDDER'S QUESTIONNAIRE Attached: Y or N

Yes

INSURANCE: Can Meet
 Cannot Meet

XX

ALTERNATE INSURANCE: POLLUTION COVERAGE

Can Meet
 Cannot Meet

XX

PAYMENT TERMS:

Additional \$500.00
 Net 30 days

WARRANTY:

Per Specs

EXCEPTIONS:

No Substitutions

ALL OR NONE AWARD Y or N

Blank

ACKNOWLEDGEMENT Signed: Y or N

Yes

ADDENDUM #1 Attached: Y or N

Yes



CITY COUNCIL ACTION REPORT

April 12, 2010

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance and Administration
Susan A. Leirstein, Purchasing Director
Timothy L. Richnak, Public Works Director
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Standard Purchasing Resolution 3: Exercise Renewal Option – Topsoil

Background

- On June 2, 2008, Troy City Council approved a two-year contract for topsoil with an option to renew for one (1) additional year to the low bidder, Sterling Topsoil and Grading, Inc of Fraser, MI. (Resolution #2008-06-184-F-4b).
- Sterling Topsoil and Grading, Inc of Fraser agreed to renew the current contract under the same prices, terms and conditions until May 31, 2011.
- The Purchasing Department performed a market survey and based on the results concluded that it is in the City's best interest to exercise the option to renew with Sterling Topsoil and Grading, Inc based on current supply and demand of the product and anticipated increases in transportation costs.
- By renewing existing contracts, the City minimizes cost increases, and benefits from efficient strategic planning.

Financial Considerations

- Funds for these materials are available through the Public Works operating budgets for Streets and Water, as monies clear through the balance sheet inventory account for topsoil; and also through the Parks and Recreation budget for Parks and Tree Maintenance.

Legal Considerations

- ITB-COT 08-19, two-year requirements of topsoil with an option to renew for one additional year was competitively bid, in accordance with the City Charter and Code.

Recommendation

- City management and the Parks and Recreation department recommend exercising the one (1) year option to renew topsoil with Sterling Topsoil and Grading, Inc of Fraser, MI, under the same prices, terms and conditions to expire May 31, 2011.

March 26, 2010

TO: Susan Leirstein
Purchasing Director

FROM: Linda N. Bockstanz
Associate Buyer

RE: MARKET SURVEY – Topsoil

AKO Contracting – now MGC Contracting – (586) 463-0545
Per Office – cannot tell me anything about prices until after April 1, 2010.

B & L Topsoil – Gary Radulski (586) 731-5199
Out of Business - Phone disconnected

TROY AGGREGATE – Chuck Rose (586) 446-9200
According to Mr. Rose – topsoil will stay the same depending on gas prices this year. If gas prices go over \$3.50 there will be an increase in topsoil with a surcharge for fuel. A couple of his competitors kept their prices too low, which doesn't help him in maintaining his trucks.

LUKES TRUCKING & EXCAVATING LLC – Joe Bruz (248) 240-0938
Per Mr. Bruz, prices will be about the same or a \$1.00 per ton more. There is less availability of topsoil in some areas, since construction of new buildings has slowed and some truck hauling companies have gone out of business. If fuel prices go over \$3.50 a gallon, he will need to tack on a fuel surcharge to his invoices in order to recoup his losses.

ANDERSON EXCAVATING, INC. - Lawrence Anderson (248) 682-7900
Mr. Anderson commented that prices would be the same on topsoil. He is holding up on adding a fuel surcharge to his invoices at this time, unless fuel prices sky rocket this summer. He is trying to keep his price down to keep in business.

B & W LANDSCAPE SUPPLY – Joe Baker (586) 463-0545
Joe indicated that prices will be increasing about \$0.50 to \$1.00 per yard because of increase of supply and lack of sources and fuel costs. Holding prices down on delivery, but if fuel increases – will have to include a fuel surcharge to invoices.

Based upon the above comments, I respectfully recommend that the City accept the offer to renew the contract for topsoil with the current vendor. Although the cost of topsoil is expected to remain steady, there is a possibility of slight increases based on supply and demand. Additionally, the cost of fuel is expected to rise over the course of the renewal period and coupled with fewer trucking companies available to haul the product, an increase in overall pricing would be likely.

CC: File

Parks and Recreation
3179 Livernois
Troy, MI 48065
(248) 524-3484
(248) 689-6497 fax

The City of Tomorrow...



...Today

March 18, 2010

Sterling Topsoil
PO Box 26537
Fraser MI 48026

Dear Sirs,

On May 14, 2008 bids were opened for two-year (2) requirements of topsoil with an option to renew for one (1) additional year. The two-year contract is due to expire on May 31, 2010. Since your company was awarded the bid for topsoil, we need to know if your company would like to exercise the option to renew for one (1) additional year, under the same prices, terms, and conditions with the extension expiring May 31, 2011.

ACCEPTED BY: **NOT ACCEPTED BY**

Company: Sterling Topsoil and Grading, Inc.

Name of representative: Donald W. Gerlach
(please print)

Signature of Authorized Company Rep.: Donald W. Gerlach

Address: P.O. Box 26537
FRASER, MI 48026

Date: 3-18-2010

Please return response on later than March 26, 2010 to Ron Hynd at:
Fax # 248-689-6497 or hyndrw@troymi.gov

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 08-5, Coolidge Road, Derby to Golfview Water Main Replacement to Pamar Enterprises, Inc., 58021 Gratiot, New Haven, MI 48048 at an estimated total cost of \$320,758.00; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required, Troy City Council hereby **AUTHORIZES** such additional work in an amount not to exceed 10% of the total project cost.

b) Standard Purchasing Resolution 1: Award to Low Bidder - Topsoil

Resolution #2008-06-184-F-4b

RESOLVED, That Troy City Council hereby **AWARDS** a two-year contract for topsoil with an option to renew for one additional year to the low bidder, Sterling Topsoil and Grading, Inc. of Fraser, MI at unit prices contained in the bid tabulation opened May 14, 2008, a copy of which shall be **ATTACHED** to the original Minutes of this meeting to expire May 31, 2010; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor submission of properly executed bid and contract documents, including insurance certificates and all other specified requirements.

F-5 Transfer of Class C License to CJ Mahoney's of Troy, LLC

(a) New License

Resolution #2008-06-184-F-5a

RESOLVED, That Troy City Council hereby **CONSIDERS** for **APPROVAL** the request from CJ Mahoney's of Troy, LLC to transfer ownership of the escrowed 2007 Class C licensed business with Entertainment – Dance Permit from B&P Saloons, Inc.; transfer location, governmental unit under MCL436.1531(1), from 25231 Telegraph, Southfield, Michigan, 48034, to 2511 Livernois, Troy Michigan, 48084, Oakland County; and

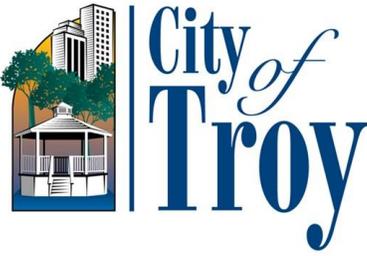
BE IT FURTHER RESOLVED, That it is the consensus of this legislative body that the application **BE RECOMMENDED** for issuance.

(b) Agreement

Resolution #2008-06-184-F-5b

WHEREAS, The Troy City Council deems it necessary to enter agreements with applicants for liquor licenses for the purpose of providing civil remedies to the City of Troy in the event licensees fail to adhere to Troy Codes and Ordinances;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** an agreement with CJ Mahoney's of Troy, LLC, to transfer ownership of the escrowed 2007 Class C licensed business with Entertainment – Dance Permit from B&P Saloons, Inc.; transfer location, governmental unit under MCL436.1531(1), from 25231 Telegraph, Southfield, Michigan, 48034,



CITY COUNCIL ACTION REPORT

May 28, 2008

TO: Phillip L. Nelson, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
Susan A. Leirstein, Purchasing Director
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Standard Purchasing Resolution 1: Award To Low Bidder – Topsoil

Background

- On May 14, 2008, bids were received and opened to provide two (2) year requirements of topsoil with an option to renew for one additional year.
- 81 Vendors were notified via the MITN system with seven (7) bid responses received.

Financial Considerations

- Funds for these materials are available through the Public Works operating budgets for Streets and Water, as monies clear through the balance sheet Inventory Account for Topsoil; and also through the Parks and Recreation budget for Parks and Tree Maintenance.

Legal Considerations

- ITB-COT 08-19, Topsoil was competitively bid as required by City Charter and Code.
- The award is contingent upon the recommended bidder's submission of proper contract and bid documents, including insurance certificates and all other specified requirements.

Policy Considerations

- Competitive bidding minimizes cost to the City and increases government effectiveness. (Goal II)
- All bidders were given the opportunity to respond with their level of interest in providing topsoil to the City of Troy. (Goal II)

Options

- City management and the Parks and Recreation department recommend awarding a two (2) year contract for topsoil with a one (1) year renewal option to the low bidder, Sterling Topsoil and Grading Inc. of Fraser, MI, for an estimated total cost of \$21,300.00 for 2008 and \$23,850.00 for 2009, at unit prices contained in the bid tabulation, which opened May 14, 2008.

VENDOR NAME:

Sterling Topsoil	AKO Contracting	B & L Topsoil	B & W Landscape
& Grading, Inc.	Inc.		Supply, Inc.

Proposal: FURNISH TWO YEAR REQUIREMENTS OF TOPSOIL WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR

				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
<u>Estimated Quantity (CY)</u>							
3,000	TOPSOIL	2008/2009		\$ 7.10	\$ 8.94	\$ 9.24	\$ 8.94
3,000	TOPSOIL	2009/2010		\$ 7.95	\$ 9.24	\$ 9.49	\$ 9.94
ESTIMATED GRAND TOTAL:				\$ 45,150.00	\$ 54,540.00	\$ 56,190.00	\$ 56,640.00
DELIVERY:	Minimum Shipment:			30 C.Y.	50 Yards	30 C.Y.	50 Yards
	Within Hours of Phone Release			24 Hrs	24 Hrs	24 Hrs	24 Hrs
CONTACT INFORMATION:	Hours of Operation			8 AM to 5 PM	M-F 8 to 5	7 AM to 5 PM	Sat 8 to 4 M - F 8 to 6
	Phone Number			586.264.3000	248.673.5278	586.731.5199	586.463.0545
INSURANCE:	Can Meet			XX	XX	XX	XX
	Cannot Meet						
TERMS:				Net 30 days	Net 30	Net 30	Net 30
WARRANTY:				N/A	N/A	Blank	Blank
EXCEPTIONS:				Blank	Blank	50 CY yard loads are as bid/ 30 CY	Blank
						loads add .75 per CY Yard	
ACKNOWLEDGEMENT: Completed		Y or N		Yes	Yes	Yes	Yes

BOLDFACE TYPE DENOTES LOW BIDDER

ATTEST:

Ron Hynd
 Diane Fisher
 Linda Bockstanz

Susan Leirstein CPPB
 Purchasing Director

VENDOR NAME:

Troy Aggregate Carriers, Inc.	Anderson Excavating, inc.	Lukes Trucking & Excavating	

Proposal: FURNISH TWO YEAR REQUIREMENTS OF TOPSOIL WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR

				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
<u>Estimated Quantity (CY)</u>							
3,000	TOPSOIL	2008/2009		\$ 9.50	\$ 12.00	\$ 11.89	
3,000	TOPSOIL	2009/2010		\$ 10.50	\$ 12.60	\$ 12.95	
ESTIMATED GRAND TOTAL:				\$ 60,000.00	\$ 73,800.00	\$ 74,520.00	
DELIVERY: Minimum Shipment:				44 Yards	28 C.Y.	40 Yards	
Within Hours of Phone Release				48 Hrs	24 Hrs	24 Hrs	
CONTACT INFORMATION:							
Hours of Operation				7 AM to 7 PM	M-F 8 to 4:30	M-S 7am to 7pm	
Phone Number				586.446.9200	248.682.7900	248.240.0938	
INSURANCE: Can Meet				XX	XX	XX	
Cannot Meet							
TERMS:				Net 30	Net 30	Net 30	
						2% -10 Days	
WARRANTY:				Blank	Blank	None	
EXCEPTIONS:				Blank	Blank	None	
ACKNOWLEDGEMENT: Completed				Yes	Yes	Yes	
Y or N							



CITY COUNCIL ACTION REPORT

April 13, 2010

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Acting Assistant City Manager/Economic Development Services
 Susan A. Leirstein, Purchasing Director
 Steven J. Vandette, City Engineer
 Timothy L. Richnak, Public Works Director

SUBJECT: Standard Purchasing Resolution 3: Exercise Renewal Option – Concrete Pavement Repair

Background

- On August 17, 2009, Troy City Council approved contracts to complete concrete pavement repair under four proposals: A) - Local Roads, B) - Industrial Roads C) - Major Roads, and D)-Tri Party County Roads with an option to renew for two (2) additional one-year periods to the low bidders: Hard Rock Concrete Inc., Dominic Gaglio Construction Inc., Major Cement Company and Dilisio Contracting Inc. respectively. CC Resolution #2009-08-250-F-4c.
- Hard Rock Concrete Inc., Dominic Gaglio Construction Inc., Major Cement Company and Dilisio Contracting Inc. have agreed to exercise the first-year renewal option at the same prices, terms, conditions as the original contract.
- The Tri Party County Roads agreement is contingent upon the County's terms and approval.
- All four contractors have been producing a quality product for the City.
- The Purchasing Department performed a market survey and based on the results concluded that it is in the City's best interest to exercise the option to renew with all four vendors based on current market conditions. Although the cost of concrete is expected to remain steady, the cost for fuel is projected to rise over the course of the renewal period which would affect transportation costs.
- All four contractors have agreed to pay for overtime incurred by City of Troy inspectors for any inspections that fall outside the normal eight (8) hour work day at the rate of \$50.00 per hour. This rate includes both the cost of the inspector and the City vehicle.
- Concrete pavement repair preserves infrastructure and would improve public safety and also reduce liability for the City.

Financial Considerations

- Funds for this project are budgeted in the 2010/11 Capital Accounts for Public Works Construction.

<u>Proposal</u>	<u>Account #</u>
A	# 401.447.499.7989.500 Local Roads.
B	# 401.447.479.7989.300 Industrial Roads.
C	# 401.447.479.7989.500 Major Roads.
D	# 401.447.479.7989.091016 Tri Party.

Legal Considerations

- ITB-COT 09-07, the Concrete Pavement Repair Program for local, major, and industrial roads with an option to renew for two (2) additional one-year periods was competitively bid, in accordance with City Charter and Code.

April 13, 2010

To: John Szerlag, City Manager

Re: Exercise Renewal Option – Concrete Pavement Repair

Recommendation

- City management and the Public Works department recommend exercising the first option to renew for one (1) additional year with Hard Rock Concrete Inc., of Westland, MI; Dominic Gaglio Construction Inc., of Southgate, MI; Major Cement Company, of Detroit, MI; and Dilisio Contracting Inc. of Clinton Township, MI; at the same prices, terms, and conditions, not to exceed amounts budgeted, expiring on June 30, 2011. The Tri Party County Road agreement will be contingent upon the County's term and approval.

G:/Bid Award 10-11 New Format/Award Standard Purchasing Resolution 3 – ConcretePavementRepair 03.10.doc

January 27, 2010

TO: Susan Leirstein
Purchasing Director

FROM: Linda N. Bockstanz
Associate Buyer

RE: MARKET SURVEY – CONCRETE PAVEMENT REPAIR

FLORENCE CEMENT CO – Angelo Lanni (586) 997-2666

According to Angelo, prices will remain the same. He is planning on keeping his prices level and only increase them if fuel costs significantly increase.

MAJOR CEMENT PAVING – Dan Scappaticci (313) 532-3212

Per Dan, his prices will remain the same. He is purposely keeping his prices down in order to compete in the market.

GIORGI CONCRETE LLC – Michelle Solomon (313) 366-2921

Michelle stated that, at this time, their Company is unsure if they plan to increase prices or keep them the same. The decision is dependent on how business is going and market conditions. Unfortunately, she could not comment on these conditions at this time.

LACARIA CONCRETE – Ali Audia (313) 843-1932

He believes that the Company prices will remain the same. If an increase were to happen it would affect concrete at an increase of \$0.25 per square foot, but this small increase would not affect the product costs.

Based upon the above comments, I respectfully recommend that the City accept the offer to renew the contract for Concrete Pavement Repair to the current vendors. Although the cost of concrete repairs is expected to remain steady, there is a possibility of increases based on market conditions. Additionally, the cost of fuel is expected to rise over the course of the renewal period which could affect transportation costs. It should be noted that the surveyed vendors bid prices ranged from 9% to 18% higher than our current vendors' prices based on their averaged totals for Proposals A – D.

CC: File



City of Troy

Date: 12/30/09

ATTN: Mr. Rocco Grimaldi
Hard Rock Concrete Inc.,
38146 Abruzzi Dr.
Westland MI 48185

Dear Mr. Grimaldi

On August 17, 2009, the City of Troy entered into contract #2010-90000004 OB with Hard Rock Concrete Inc., to provide a one-year contract for local road concrete pavement repair program. This contract contained an option to renew for Two(2) additional one-year periods at the same prices, terms, conditions as the original contract, and through mutual consent of both parties,.

Please fax this letter back indicating if Hard Rock Concrete Inc. wishes to renew this contract until June 30, 2011. Our fax number is (248) 524-3520. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

If you have any questions please call me at (248) 524-3595

CHECK ONE:

Hard Rock Concrete Inc., is interested in renewing the contract under the same prices, terms, and conditions:

Hard Rock Concrete Inc., is not interested in renewing the contract:



Signed: Authorized Company Representative

Date: 1/1/2010

Thank you,
Marina Basta Farouk
Public Works Department
City of Troy



City of Troy

Date: 12/30/09

ATTN: Mr. Dominic Gaglio
Dominic Gaglio Construction Inc.
15347 Drysdale
Southgate, MI 48195

Dear Mr. Gaglio

On August 17, 2009, the City of Troy entered into contract #2010-90000005 OB Dominic Gaglio Construction Inc. to provide a one-year contract for Industrial road concrete pavement repair program. This contract contained an option to renew for Two(2) additional one-year periods at the same prices, terms, conditions as the original contract, and through mutual consent of both parties.

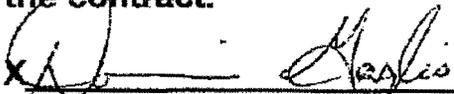
Please fax this letter back indicating if Dominic Gaglio Construction Inc. Wishes to renew this contract until June 30, 2011. Our fax number is (248) 524-3520. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

If you have any questions please call me at (248) 524-3595

CHECK ONE:

Dominic Gaglio Construction Inc. is interested in renewing the contract under the same prices, terms, and conditions:

Dominic Gaglio Construction Inc. is not interested in renewing the contract:



Signed: Authorized Company Representative

Date: 12-30-09

Thank you,
Marina Basta Farouk
Public Works Department
City of Troy



Date: 12/30/2009

ATTN: Mr. Alfredo Scappaticci
Major Cement Company
15430 Dale
Detroit, MI 48223

Dear Mr. Scappaticci:

On August 26, 2009, the City of Troy entered into contract #2010-90000006 OB with Major Cement to provide a one-year contract for Major road concrete pavement repair program. This contract contained an option to renew for Two(2) additional one-year periods at the same prices, terms, conditions as the original contract, and through mutual consent of both parties,.

Please fax this letter back indicating if Major Cement Company wishes to renew this contract until June 30, 2011. Our fax number is (248) 524-3520. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

If you have any questions please call me at (248) 524-3595

CHECK ONE:

Major Cement Company is interested in renewing the contract under the same prices, terms, and conditions:

Major Cement Company is not interested in renewing the contract:

X Alfredo Scappaticci
Signed: Authorized Company Representative

Date: 12/30/2009

Thank you,
Marina Basta Farouk
Public Works Department
City of Troy



Date: 12/30/09

ATTN: Mr. Giuseppe D. Lia
Dilisio Contracting Inc
23525 Lakepointe Drive
Clinton Township, MI 48036

Dear Mr. Giuseppe D. Lia

On September 2, 2009, the City of Troy entered into contract #2010-90000007 OB with Dilisio Contracting Inc., to provide a one-year contract for tri-party road concrete pavement repair program. This contract contained an option to renew for Two(2) additional one-year periods at the same prices, terms, conditions as the original contract, and through mutual consent of both parties.

Please fax this letter back indicating if Dilisio Contracting Inc. wishes to renew this contract until June 30, 2011. Our fax number is (248) 524-3520. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

If you have any questions please call me at (248) 524-3595

CHECK ONE:

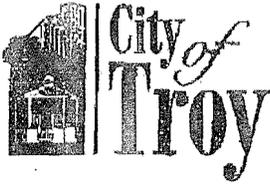
Dilisio Contracting Inc., is interested in renewing the contract under the same prices, terms, and conditions:

Dilisio Contracting Inc., is not interested in renewing the contract:

X Giuseppe D. Lia
Signed: Authorized Company Representative

Date: 1-13-2010

Thank you,
Marina Basta Farouk
Public Works Department
City of Troy



FAXED
1:30 pm
APR 12 2010
CM

April 12, 2010

ATTN: Mr. Rocco Grimaldi
Hard Rock Concrete Inc.
38146 Abruzzi Drive
Westland, MI 48185

Dear Mr. Grimaldi:

On August 17, 2009, the City of Troy entered into contract #2010-900000040B with Hard Rock Concrete Inc., to provide a one-year contract for local road concrete pavement repair program with an option to renew for two (2) additional one-year periods under the same prices, terms, and conditions as the original contract.

On January 1, 2010, your company agreed to extend the contract for one additional year, until June 30, 2011, pending Troy City Council approval.

As part of the renewal contract, the City is requesting that your company pay the hourly rate for any overtime incurred by the City of Troy Inspectors for all inspections that fall outside the normal eight (8) hour work day as stated below

\$50.00 / hour - includes charge for inspector and vehicle

Normal working hours: Monday – Friday, 7:30 a.m. – 3:30 p.m. (Excluding official City Holidays)

Any inspections that fall outside of these hours will be charged at the hourly rate listed above.

Please fax this letter back to the City of Troy Purchasing Department by 10:00 a.m. on Tuesday, April 13, 2010, indicating if Hard Rock Concrete Inc. agrees to provide concrete pavement repair services with the changes indicated, under the same prices, terms and conditions of the original contract. The fax number is (248) 619-7608.

If you have any questions please call me at (248) 680-7291.

CHECK ONE:

Hard Rock Concrete Inc. agrees to incorporate the above changes to the pavement repair contract under the same prices, terms, and conditions of the original contract:

Hard Rock Concrete Inc. is not interested in accepting the stated changes to the contract:

x [Signature]
Signed: Authorized Company Representative

Date: 04/12/2010

Thank you,

Julie Hamilton, CPPB
Purchasing Department
City of Troy



April 12, 2010

ATTN: Mr. Dominic Gaglio
Dominic Gaglio Construction, Inc.
15347 Drysdale
Southgate, MI 48195

Dear Mr. Gaglio:

On August 17, 2009, the City of Troy entered into contract #2010-900000050B with Dominic Gaglio Construction, Inc. to provide a one-year contract for local road concrete pavement repair program with an option to renew for two (2) additional one-year periods under the same prices, terms, and conditions as the original contract.

On December 30, 2009, your company agreed to extend the contract for one additional year, until June 30, 2011 pending Troy City Council approval.

As part of the renewal contract, the City is requesting that your company pay the hourly rate for any overtime incurred by the City of Troy Inspectors for all inspections that fall outside the normal eight (8) hour work day as stated below

\$50.00 / hour - includes charge for inspector and vehicle

Normal working hours: Monday – Friday, 7:30 a.m. – 3:30 p.m. (Excluding official City Holidays)

Any inspections that fall outside of these hours will be charged at the hourly rate listed above.

Please fax this letter back to the City of Troy Purchasing Department by 10:00 a.m. on Tuesday, April 13, 2010, indicating if Dominic Gaglio Construction, Inc. agrees to provide concrete pavement repair services with the changes indicated, under the same prices, terms and conditions of the original contract. The fax number is (248) 619-7608.

If you have any questions please call me at (248) 680-7291.

CHECK ONE:

Dominic Gaglio Construction, Inc. agrees to incorporate the above changes to the pavement repair contract under the same prices, terms, and conditions of the original contract: ()

Dominic Gaglio Construction, Inc. is ~~not interested~~ in accepting the stated changes to the contract: ()

X 
Signed: Authorized Company Representative

Date: 4-13-10

Thank you,

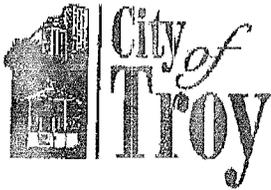
Julia Hamilton, CPPB
Purchasing Department
City of Troy

G:\Letters - Memo - Option -Ltr - Concrete Pavement Repair - Inspection Fees Addition.doc

From: PURCHASING

248 619 7608

04/12/2010 07:57 #062 P.001/001



April 12, 2010

ATTN: Mr. Alfredo Scappaticci
Major Cement Company
15430 Dale
Detroit, MI 48223

Dear Mr. Scappaticci:

On August 17, 2009, the City of Troy entered into contract #2010-90000006OB with Major Cement Company to provide a one-year contract for local road concrete pavement repair program with an option to renew for two (2) additional one-year periods under the same prices, terms, and conditions as the original contract.

On December 30, 2009, your company agreed to extend the contract for one additional year, until June 30, 2011 pending Troy City Council approval.

As part of the renewal contract, the City is requesting that your company pay the hourly rate for any overtime incurred by the City of Troy inspectors for all inspections that fall outside the normal eight (8) hour work day as stated below

\$50.00 / hour - includes charge for inspector and vehicle

Normal working hours: Monday – Friday, 7:30 a.m. – 3:30 p.m. (Excluding official City Holidays)

Any inspections that fall outside of these hours will be charged at the hourly rate listed above.

Please fax this letter back to the City of Troy Purchasing Department by 10:00 a.m. on Tuesday, April 13, 2010, indicating if Major Cement Company agrees to provide concrete pavement repair services with the changes indicated, under the same prices, terms and conditions of the original contract. The fax number is (248) 619-7608.

If you have any questions please call me at (248) 680-7291.

CHECK ONE:

Major Cement Company agrees to incorporate the above changes to the pavement repair contract under the same prices, terms, and conditions of the original contract:

Major Cement Company is not interested in accepting the stated changes to the contract: ()

X 
Signed: Authorized Company Representative

Date: 4-12-2010

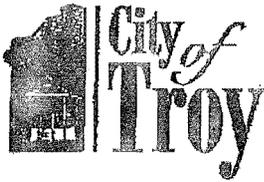
Thank you,

Julie Hamilton, CPPB
Purchasing Department
City of Troy
G:/Letters – Memo – Option -/Ltr - Concrete Pavement Repair - Inspection Fees Addition.doc

From: PURCHASING

248 619 7608

04/12/2010 07:58 #063 P.001/001



April 12, 2010

ATTN: Mr. Jo Lia
Dilisio Contracting Inc.
23525 Lakeshore Drive
Clinton Township, MI 48038

Dear Mr. Lia:

On August 17, 2009 the City of Troy entered into contract #2010-900000070B with Dilisio Contracting Inc., to provide a one-year contract for local road concrete pavement repair program with an option to renew for two (2) additional one-year periods under the same prices, terms, and conditions as the original contract.

On January 1, 2010, your company agreed to extend the contract for one additional year, until June 30, 2011 pending Troy City Council approval.

As part of the renewal contract, the City is requesting that your company pay the hourly rate for any overtime incurred by the City of Troy Inspectors for all inspections that fall outside the normal eight (8) hour work day as stated below

\$50.00 / hour - Includes charge for inspector and vehicle

Normal working hours: Monday - Friday, 7:30 a.m. - 3:30 p.m. (Excluding official City Holidays)

Any inspections that fall outside of these hours will be charged at the hourly rate listed above.

Please fax this letter back to the City of Troy Purchasing Department by 10:00 a.m. on Tuesday, April 13, 2010, indicating if Dilisio Contracting Inc. agrees to provide concrete pavement repair services with the changes indicated, under the same prices, terms and conditions of the original contract. The fax number is (248) 619-7608.

If you have any questions please call me at (248) 680-7291.

CHECK ONE:

Dilisio Contracting Inc. agrees to incorporate the above changes to the pavement repair contract under the same prices, terms, and conditions of the original contract:

Dilisio Contracting Inc. is not interested in accepting the stated changes to the contract:

x Giuseppe D. Lia
Signed: Authorized Company Representative

Date: 4-13-10

Thank you,

Julie Hamilton, CPPB
Purchasing Department
City of Troy

c) **Standard Purchasing Resolution 1: Award to Low Bidders – Concrete Pavement Repair**

Resolution #2009-08-250-F-4c

RESOLVED, That Troy City Council hereby **AWARDS** contracts to complete the concrete pavement repair program for 2009/10 with an option to renew for two (2) additional one-year periods to the four lowest total bidders: Hard Rock Concrete, Inc. of Westland, for proposal A, Local Roads; Dominic Gaglio Construction, Inc. of Southgate, for proposal B, Industrial Roads; Major Cement Company of Detroit, for proposal C, Major Roads; and Dilisio Contracting, Inc. of Clinton Township for proposal D, Tri-Party County Roads at unit prices contained in the bid tabulation opened July 29, 2009, a copy of which shall be **ATTACHED** to the original Minutes of this meeting based on scope of work and ability to add additional locations up to, but not exceeding amounts budgeted; and

BE IT FURTHER RESOLVED, That the awards are **CONTINGENT** upon submission of properly executed bid and contract documents, including bonds, insurance certificates and all other specified requirements.

d) **Standard Purchasing Resolution 2: Bid Award – Lowest Bidder Meeting Specifications – Community Center Treadmills**

Resolution #2009-08-250-F-4d

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish and install eight (8) new commercial treadmills at the Community Center and to purchase the City's eight (8) Precor trade-ins to the overall lowest bidder meeting specifications, Fitness Things, Inc. of Plymouth, MI, at an estimated net total cost of \$30,400.00, at prices contained in the bid tabulation opened July 9, 2009, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the submission of properly executed bid and contract documents, including insurance certificates and all other specified requirements.

F-5 Nancy Huntley, Legal Guardian of Carolyn Huntley v. City of Troy

Resolution #2009-08-250-F-5

RESOLVED, That Troy City Council hereby **AUTHORIZES** and **DIRECTS** the City Attorney to represent the City of Troy in any and all claims and damages in the matter of *Nancy Huntley, Legal Guardian of Carolyn Huntley, a Protected Person v. City of Troy*; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City Attorney to pay necessary costs and expenses and to retain any necessary expert witnesses to adequately represent the City.



CITY COUNCIL ACTION REPORT

August 14, 2009

TO: John Szerlag, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services
Susan A. Leirstein, Purchasing Director
Timothy L. Richnak, Public Works Director

SUBJECT: Standard Purchasing Resolution 1: Award To Low Bidders – Concrete Pavement Repair

Background

- On July 29, 2009, bids were received for Concrete Pavement Repair under four proposals: A)- Local Roads, B)- Industrial Roads C)- Major Roads, and D)-Tri Party County Roads with an option to renew for two (2) additional one- year periods.
- 197 vendors were notified via the MITN website.
- Hard Rock Concrete Inc, Dominic Gaglio Construction Inc, Major Cement Company and Dilisio Contracting Inc were the four separate low bidders for each proposal category, A-D respectively.
- Additional locations may be added based on the scope of work up to, but not exceeding amounts budgeted.

Financial Considerations

- Funds for this project are available in the 2009/10 Capital Accounts for Public Works Construction.

Proposal	Account #	Budget Amount	Estimated Total Cost
A	401.447.499.7989.500 Local Roads	\$2,637,000	\$2,056,650
B	401.447.479.7989.300 Industrial Roads	\$2,000,000	\$1,516,150
C	401.447.479.7989.500 Major Roads	\$1,000,000	\$ 847,450
D	401.447.479.7989.091016 Tri-Party Cty Rd	\$ 600,000	\$ 563,325

Legal Considerations

- ITB-COT09-07, Concrete Pavement Repair was competitively bid as required by City Charter and Code.
- The awards are contingent upon the recommended bidders' submission of proper contracts and bid documents, including bonds, insurance certificates and all other specified requirements.

Policy Considerations

- Moving this work forward would improve public safety and also reduce the liability for the City. (Outcome Statement I)
- Troy adds value to properties through maintenance or upgrades of infrastructure. (Outcome Statement II)

Options

- City management and the Public Works department recommend contract awards to four separate low total bidders, Hard Rock Concrete Inc of Westland, for proposal A, Local Roads; Dominic Gaglio Construction Inc, of Southgate, for proposal B, Industrial Roads; Major Cement Company of Detroit, MI, for proposal C, Major Roads; and Dilisio Contracting Inc of Clinton Township for proposal D; Tri Party County Roads at unit prices contained in the bid tabulation based on scope of work and ability to add additional locations up to, but not exceeding amounts budgeted.

VENDOR NAME:

	Hard Rock Concrete Inc	Dominic Gaglio Construction, Inc.	Major Cement Company	Dilisio Contracting Inc.
Ck Number	530033281-3	15254580	343805248	15252566
Ck Amount	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00

Proposal A: Local Road Maintenance Section 5,6,8,10,13,15,19,20, 25 & scattered locations

NO.	DESCRIPTION	EST. QTY.	FY2009/2010 UNIT PRICE	FY2009/2010 UNIT PRICE	FY2009/2010 UNIT PRICE	Year 2009/2010 UNIT PRICE
1	Remove & Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	\$33.00	\$37.85	NO BID	\$37.25
2	Remove & Replace with Concrete 8" Non-reinforced-	5,000 S.Y.	\$32.00	\$36.20	\$0.00	\$34.50
3	Remove & Replace with Concrete 7" Non-reinforced-	59,000 SY	\$30.00	\$34.00	\$0.00	\$32.50
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not ...	100 S.F.	\$4.00	\$3.90	\$0.00	\$4.00
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$3.50	\$3.85	\$0.00	\$4.00
6	Gatewell Adjustment	2 Each	\$150.00	\$190.00	\$0.00	\$125.00
7	Gatewell Repair - Per Foot	4 L.F.	\$175.00	\$100.00	\$0.00	\$200.00
8	Manhole or Catch Basin Adjustment	40 each	\$150.00	\$170.00	\$0.00	\$150.00
9	Manhole or Catch Basin - Repair per Foot	20 L.F.	\$175.00	\$100.00	\$0.00	\$200.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Gravel, compacted in place	3,600 C.Y.	\$9.00	\$20.00	\$0.00	\$18.00
11	Installation of 6" edge drain	200 L.F.	\$12.00	\$9.50	\$0.00	\$7.00
12	Remove and Replace Curb & Gutter	200 L.F.	\$18.00	\$25.00	\$0.00	\$20.00
13	Sidewalk Ramp, ADA, Modified w/Inserts	6,000 S.F.	\$7.00	\$6.00	\$0.00	\$8.00
14	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$20.00	\$22.00	\$0.00	\$8.00
15	Restoration	Included	Included	Included	Included	Included
16	Traffic Maintenance	Included	Included	Included	Included	Included
Estimated Total Cost - Proposal A			\$2,056,650.00	\$2,352,305.00	\$0.00	\$2,258,100.00

**Proposal B: Industrial Road Maintenance - Lakeview, Golfview, Wilshire, Souter, Investment, Troy Center, Tower, Rankin,
Chicago & Scattered Locations**

NO.	DESCRIPTION	EST. QTY.	Year 2009/2010 UNIT PRICE	Year 2009/2010 UNIT PRICE	Year 2009/2010 UNIT PRICE	Year 2009/2010 UNIT PRICE
1	Remove & Replace with Concrete 9" Non-reinforced-	38,000 SY	\$42.50	\$38.00	NO BID	\$41.50
2	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$42.00	\$38.00	\$0.00	\$44.00
3	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$40.00	\$34.00	\$0.00	\$43.00
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not ...	100 S.F.	\$4.50	\$3.90	\$0.00	\$4.00
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$4.00	\$3.80	\$0.00	\$4.00
6	Gatewell Adjustment	2 Each	\$150.00	\$190.00	\$0.00	\$125.00
7	Gatewell Repair - Per Foot	4 L.F.	\$175.00	\$100.00	\$0.00	\$200.00
8	Manhole or Catch Basin Adjustment	25 each	\$175.00	\$170.00	\$0.00	\$150.00
9	Manhole or Catch Basin - Repair per Foot	20 L.F.	\$150.00	\$100.00	\$0.00	\$200.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Gravel, compacted in place	2,000 C.Y.	\$9.00	\$20.00	\$0.00	\$18.00
11	Installation of 6" edge drain	100 L.F.	\$12.00	\$9.50	\$0.00	\$7.00
12	Remove and Replace Curb & Gutter	200 L.F.	\$18.00	\$25.00	\$0.00	\$20.00
13	Sidewalk Ramp, ADA, Modified w/Inserts	300 S.F.	\$7.00	\$6.00	\$0.00	\$8.00
14	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$20.00	\$22.00	\$0.00	\$8.00
15	Restoration	Included	Included	Included	Included	Included
16	Traffic Maintenance	Included	Included	Included	Included	Included
Estimated Total Cost - Proposal B			\$1,667,525.00	\$1,516,150.00	\$0.00	\$1,647,900.00

Opening Date -- 07/29/09
 Date Prepared -- 07/31/09

CITY OF TROY
 BID TABULATION
 CONCRETE PAVEMENT REPAIR

VENDOR NAME:

Hard Rock Concrete, Inc.	Dominic Gaglio Construction, Inc.	Major Cement Company	Dilisio Contracting Inc.
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Proposal C: Major Road Maintenance - Rochester Road, Coolidge, and scattered locations

NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Remove & Replace with Concrete 9" Non-reinforced- 6 Sac	18,600 SY	NO BID \$0.00	NO BID \$0.00	\$43.50	\$44.90
2	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$0.00	\$0.00	\$37.00	\$47.90
3	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$0.00	\$0.00	\$35.00	\$46.90
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not ...	200 S.F.	\$0.00	\$0.00	\$5.00	\$4.00
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$0.00	\$0.00	\$4.00	\$4.00
6	Gatewell Adjustment	1 Each	\$0.00	\$0.00	\$250.00	\$125.00
7	Gatewell Repair - Per Foot	2 L.F.	\$0.00	\$0.00	\$125.00	\$200.00
8	Manhole or Catch Basin Adjustment	2 each	\$0.00	\$0.00	\$250.00	\$150.00
9	Manhole or Catch Basin - Repair per Foot	2 L.F.	\$0.00	\$0.00	\$125.00	\$200.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Gravel, compacted in place	1,000 C.Y.	\$0.00	\$0.00	\$15.00	\$1.00
11	Installation of 6" edge drain	100 L.F.	\$0.00	\$0.00	\$8.00	\$7.00
12	Remove and Replace Curb & Gutter	100 L.F.	\$0.00	\$0.00	\$15.00	\$20.00
13	Sidewalk Ramp, ADA, Modified w/Inserts	300 S.F.	\$0.00	\$0.00	\$10.00	\$8.00
14	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$0.00	\$0.00	\$10.00	\$8.00
15	Restoration	Included	Included	Included	Included	Included
16	Traffic Maintenance	Included	Included	Included	Included	Included
Estimated Total Cost - Proposal C			\$0.00	\$0.00	\$847,450.00	\$863,425.00

Proposal D: Tri Party Concrete Repair - Big Beaver, Dequindre, John R, Crooks, Long Lake, Livernois & scattered locations

NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Remove & Replace with Concrete 10" Non-reinforced-	10,000 SY	NO BID \$0.00	NO BID \$0.00	\$48.00	\$45.90
2	Remove & Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	\$0.00	\$0.00	\$43.50	\$48.90
3	Remove & Replace with Concrete 8" Non-reinforced-	500 S.Y.	\$0.00	\$0.00	\$37.00	\$47.90
4	Remove & Replace with Concrete 7" Non-reinforced-	500 S.Y.	\$0.00	\$0.00	\$35.00	\$46.90
5	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not ...	50 S.F.	\$0.00	\$0.00	\$5.00	\$4.00
6	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	50 S.F.	\$0.00	\$0.00	\$4.00	\$4.00
7	Gatewell Adjustment	1 Each	\$0.00	\$0.00	\$250.00	\$125.00
8	Gatewell Repair - Per Foot	2 L.F.	\$0.00	\$0.00	\$125.00	\$200.00
9	Manhole or Catch Basin Adjustment	2 each	\$0.00	\$0.00	\$250.00	\$150.00
10	Manhole or Catch Basin - Repair per Foot	2 L.F.	\$0.00	\$0.00	\$125.00	\$200.00
11	Misc. Base Repair per CY to excavate/replace with 21AA Gravel, compacted in place	500 C.Y.	\$0.00	\$0.00	\$15.00	\$1.00
12	Installation of 6" edge drain	100 L.F.	\$0.00	\$0.00	\$8.00	\$7.00
13	Remove and Replace Curb & Gutter	100 L.F.	\$0.00	\$0.00	\$25.00	\$20.00
14	Sidewalk Ramp, ADA, Modified w/Inserts	300 S.F.	\$0.00	\$0.00	\$10.00	\$8.00
15	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$0.00	\$0.00	\$9.00	\$8.00
16	Restoration	Included	Included	Included	Included	Included
17	Traffic Maintenance	Included	Included	Included	Included	Included
Estimated Total Cost - Proposal D			\$0.00	\$0.00	\$575,900.00	\$563,325.00

VENDOR NAME:		Hard Rock Concrete, Inc.	Dominic Gaglio Construction, Inc.	Major Cement Company	Dilisio Contracting Inc.
PROGRESS PAYMENTS:		Bi-Weekly	Every 2 Weeks or once a month	Every 2 Weeks	Monthly
CONTACT INFORMATION	Hrs of Oper. Phone	M-Sat 8 AM to 8 PM (734) 564-0925	7 AM to 6 PM (734) 216-2051	7 AM to 5 PM (248) 388-1168	9 AM to 5 PM (586) 405-4578
AWARD	100% of Contract				
	Partial Contract: Proposal A	X	X		
	Proposal B	X	X		X
	Proposal C			X	X
	Proposal D			X	X
COMPLETION SCHEDULE:		BY JUNE 30th OF ANY CONTRACT YEAR			
INSURANCE:	Can Meet Cannot Meet	XX	XX	XX	XX
PAYMENT TERMS:		Bi-Weekly	Once a Month	2 Weeks	Monthly
WARRANTY:		As in Contract	1 year	1 year	1 year
EXCEPTIONS:		Blank	N/A	Blank	N/A
ACKNOWLEDGEMENT:	Y or N	Yes	Yes	Yes	Yes
VENDOR QUESTIONNAIRE	Y or N	Yes	Yes	Yes	Yes
FORMS:	Legal Staus of Bidder	Y or N	Yes	Yes	Yes
	Non-Collusion Affidavit	Y or N	Yes	Yes	Yes
Addenda #1 & #2		Y or N	No	Yes	Yes

PROPOSAL: City of Troy Concrete Pavement Repair Program for Local, Major, Industrial Roads with an Option to Renew for Two (2) Additional One-Year Periods.

ATTEST:
Marina Basta Farouk
Debra Painter
Tom Rosewarne
Linda Bockstanz

HIGHLIGHTED AREAS DENOTES LOW TOTAL BIDDERS BY PROPOSAL

 Susan Leirstein CPPB
 Purchasing Director

VENDOR NAME:

	Florence Cement Co	Major Cement Paving	Giorgi Concrete L.L.C.	Lacaria Concrete & Audia Construction Companies
Ck Number	343813467	343805249	100438	#0180543 - \$5,000 #15247757 - \$5,000
Ck Amount	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00

Proposal A: Local Road Maintenance Section 5,6,8,10,13,15,19,20,25 & scattered locations

NO.	DESCRIPTION	EST. QTY.	FY2009/2010 UNIT PRICE	FY2009/2010 UNIT PRICE	FY2009/2010 UNIT PRICE	Year 2009/2010 UNIT PRICE
1	Remove & Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	\$40.40	\$45.00	\$44.00	\$43.66
2	Remove & Replace with Concrete 8" Non-reinforced-	5,000 S.Y.	\$36.60	\$37.00	\$39.00	\$41.10
3	Remove & Replace with Concrete 7" Non-reinforced-	59,000 SY	\$32.95	\$33.00	\$35.50	\$38.20
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not	100 S.F.	\$3.75	\$5.00	\$4.11	\$11.00
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$3.45	\$4.00	\$4.11	\$10.00
6	Gatewell Adjustment	2 Each	\$190.00	\$250.00	\$250.00	\$500.00
7	Gatewell Repair - Per Foot	4 L.F.	\$220.00	\$125.00	\$250.00	\$250.00
8	Manhole or Catch Basin Adjustment	40 each	\$215.00	\$200.00	\$250.00	\$195.00
9	Manhole or Catch Basin - Repair per Foot	20 L.F.	\$230.00	\$125.00	\$250.00	\$150.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Gravel, compacted in place	3,600 C.Y.	\$12.00	\$24.00	\$20.00	\$19.00
11	Installation of 6" edge drain	200 L.F.	\$12.00	\$12.00	\$10.00	\$18.00
12	Remove and Replace Curb & Gutter	200 L.F.	\$19.30	\$15.00	\$20.00	\$25.00
13	Sidewalk Ramp, ADA, Modified w/Inserts	6,000 S.F.	\$6.30	\$9.50	\$13.00	\$7.00
14	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$16.80	\$10.00	\$30.00	\$20.00
15	Restoration	Included	Included	Included	Included	Included
16	Traffic Maintenance	Included	Included	Included	Included	Included
Estimated Total Cost - Proposal A			\$2,271,570.00	\$2,339,200.00	\$2,509,822.00	\$2,638,860.00

Proposal B: Industrial Road Maintenance - Lakeview, Golfview, Wilshire, Souter, Investment, Troy Center, Tower, Rankin, Chicago & Scattered Locations

NO.	DESCRIPTION	EST. QTY.	Year 2009/2010 UNIT PRICE	Year 2009/2010 UNIT PRICE	Year 2009/2010 UNIT PRICE	Year 2009/2010 UNIT PRICE
1	Remove & Replace with Concrete 9" Non-reinforced-	38,000 SY	\$41.10	\$39.00	NO BID \$0.00	\$45.66
2	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$38.25	\$37.00	\$0.00	\$44.66
3	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$35.65	\$35.00	\$0.00	\$44.41
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not	100 S.F.	\$3.75	\$5.00	\$0.00	\$11.00
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$3.45	\$4.00	\$0.00	\$10.00
6	Gatewell Adjustment	2 Each	\$190.00	\$250.00	\$0.00	\$500.00
7	Gatewell Repair - Per Foot	4 L.F.	\$220.00	\$100.00	\$0.00	\$250.00
8	Manhole or Catch Basin Adjustment	25 each	\$215.00	\$175.00	\$0.00	\$195.00
9	Manhole or Catch Basin - Repair per Foot	20 L.F.	\$230.00	\$100.00	\$0.00	\$150.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Gravel, compacted in place	2,000 C.Y.	\$12.00	\$15.00	\$0.00	\$19.00
11	Installation of 6" edge drain	100 L.F.	\$12.00	\$10.00	\$0.00	\$18.00
12	Remove and Replace Curb & Gutter	200 L.F.	\$19.30	\$15.00	\$0.00	\$25.00
13	Sidewalk Ramp, ADA, Modified w/Inserts	300 S.F.	\$6.30	\$10.00	\$0.00	\$7.50
14	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$16.80	\$5.00	\$0.00	\$20.00
15	Restoration	Included	Included	Included	Included	Included
16	Traffic Maintenance	Included	Included	Included	Included	Included
Estimated Total Cost - Proposal B			\$1,621,165.00	\$1,542,075.00	\$0.00	\$1,813,919.00

Opening Date -- 07/29/09
 Date Prepared -- 07/31/09

CITY OF TROY
 BID TABULATION
 CONCRETE PAVEMENT REPAIR

VENDOR NAME:

Florence	Major Cement	Giorgi Concrete	Lacaria Concrete &
Cement Co	Paving	L.L.C.	Audia Construction
			Companies

Proposal C: Major Road Maintenance - Rochester Road, Coolidge, and scattered locations

NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Remove & Replace with Concrete 9" Non-reinforced-	18,600 SY	\$45.95	NO BID	NO BID	\$51.50
2	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$38.00	\$0.00	\$0.00	\$49.75
3	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$36.00	\$0.00	\$0.00	\$48.25
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not	200 S.F.	\$3.75	\$0.00	\$0.00	\$11.00
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$3.45	\$0.00	\$0.00	\$10.00
6	Gatewell Adjustment	1 Each	\$190.00	\$0.00	\$0.00	\$500.00
7	Gatewell Repair - Per Foot	2 L.F.	\$220.00	\$0.00	\$0.00	\$250.00
8	Manhole or Catch Basin Adjustment	2 each	\$215.00	\$0.00	\$0.00	\$500.00
9	Manhole or Catch Basin - Repair per Foot	2 L.F.	\$230.00	\$0.00	\$0.00	\$200.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Gravel, compacted in place	1,000 C.Y.	\$12.00	\$0.00	\$0.00	\$19.00
11	Installation of 6" edge drain	100 L.F.	\$12.00	\$0.00	\$0.00	\$18.00
12	Remove and Replace Curb & Gutter	100 L.F.	\$19.30	\$0.00	\$0.00	\$25.00
13	Sidewalk Ramp, ADA, Modified w/Inserts	300 S.F.	\$6.30	\$0.00	\$0.00	\$7.50
14	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$16.80	\$0.00	\$0.00	\$20.00
15	Restoration	Included	Included	Included	Included	Included
16	Traffic Maintenance	Included	Included	Included	Included	Included
	Estimated Total Cost - Proposal C		\$890,785.00	\$0.00	\$0.00	\$1,010,650.00

Proposal D: Tri Party Concrete Repair - Big Beaver, Dequindre, John R, Crooks, Long Lake, Livernois & scattered locations

NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Remove & Replace with Concrete 10" Non-reinforced-	10,000 SY	\$52.90	NO BID	NO BID	\$57.75
2	Remove & Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	\$49.05	\$0.00	\$0.00	\$56.00
3	Remove & Replace with Concrete 8" Non-reinforced-	500 S.Y.	\$38.00	\$0.00	\$0.00	\$54.75
4	Remove & Replace with Concrete 7" Non-reinforced-	500 SY.	\$36.00	\$0.00	\$0.00	\$52.75
5	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not	50 S.F.	\$3.75	\$0.00	\$0.00	\$11.00
6	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	50 S.F.	\$3.45	\$0.00	\$0.00	\$10.00
7	Gatewell Adjustment	1 Each	\$190.00	\$0.00	\$0.00	\$500.00
8	Gatewell Repair - Per Foot	2 L.F.	\$220.00	\$0.00	\$0.00	\$200.00
9	Manhole or Catch Basin Adjustment	2 each	\$215.00	\$0.00	\$0.00	\$500.00
10	Manhole or Catch Basin - Repair per Foot	2 L.F.	\$230.00	\$0.00	\$0.00	\$200.00
11	Misc. Base Repair per CY to excavate/replace with 21AA Gravel, compacted in place	500 C.Y.	\$12.00	\$0.00	\$0.00	\$25.00
12	Installation of 6" edge drain	100 L.F.	\$12.00	\$0.00	\$0.00	\$20.00
13	Remove and Replace Curb & Gutter	100 L.F.	\$19.30	\$0.00	\$0.00	\$29.00
14	Sidewalk Ramp, ADA, Modified w/Inserts	300 S.F.	\$6.30	\$0.00	\$0.00	\$10.00
15	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$16.80	\$0.00	\$0.00	\$20.00
16	Restoration	Included	Included	Included	Included	Included
17	Traffic Maintenance	Included	Included	Included	Included	Included
	Estimated Total Cost - Proposal D		\$629,630.00	\$0.00	\$0.00	\$713,000.00

VENDOR NAME:			Florence	Major Cement	Giorgi Concrete	Lacaria Concrete &
			Cement Co	Paving	L.L.C.	Audia Construction
						Companies
PROGRESS PAYMENTS:			Bi-Weekly	Every 2 Weeks	Every 30 Days	Monthly
CONTACT INFORMATION			Per City Ordinance	7 AM to 5 PM	7 AM to 5 PM	7 AM to 7 PM
Hrs of Oper. Phone			(810) 560-4141	(248) 207-7819	(313) 300-3599	(313) 218-6834
AWARD	100% of Contract		X			X
	Partial Contract: Proposal A			X	X	
	Proposal B			X		
	Proposal C					
	Proposal D					
COMPLETION SCHEDULE:			BY JUNE 30th OF ANY CONTRACT YEAR			
INSURANCE:			XX	XX	XX	XX
Can Meet						
Cannot Meet						
PAYMENT TERMS:			Bi-Weekly	2 Weeks	Every 30 Days	Monthly
WARRANTY:			Mtnce Bond 1 year	1 year	1 year	Blank
EXCEPTIONS:			None	Blank	Blank	None
ACKNOWLEDGEMENT:			Y or N	Yes	Yes	Yes
VENDOR QUESTIONNAIRE			Y or N	Yes	Yes	Yes
FORMS:			Y or N	Yes	Yes	Yes
Legal Status of Bidder			Y or N	Yes	Yes	Yes
Non-Collusion Affidavit			Y or N	Yes	Yes	Yes
Addenda #1 & #2			Y or N	No	No	Yes

VENDOR NAME:

	Tony Angelo Cement Construction Co	Walter Toebe Construction Co	Hartwell Cement Co	Angelo lafrate Construction Co
Ck Number	1542500	9244200729	343805333	9227002917
Ck Amount	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00

Proposal A: Local Road Maintenance Section 5,6,8,10,13,15,19,20,25 & scattered locations

			Year 2009/2010	Year 2009/2010	Year 2009/2010	Year 2009/2010
NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Remove & Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	\$56.00	\$47.12	\$48.95	\$62.80
2	Remove & Replace with Concrete 8" Non-reinforced-	5,000 S.Y.	\$50.00	\$46.37	\$47.10	\$60.30
3	Remove & Replace with Concrete 7" Non-reinforced-	59,000 SY	\$41.29	\$45.87	\$46.25	\$50.25
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not	100 S.F.	\$4.90	\$5.20	\$7.25	\$8.80
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$4.40	\$7.04	\$6.25	\$8.80
6	Gatewell Adjustment	2 Each	\$337.00	\$176.05	\$200.00	\$430.00
7	Gatewell Repair - Per Foot	4 L.F.	\$337.00	\$176.05	\$200.00	\$190.00
8	Manhole or Catch Basin Adjustment	40 each	\$337.00	\$176.05	\$125.00	\$320.00
9	Manhole or Catch Basin - Repair per Foot	20 L.F.	\$337.00	\$283.64	\$125.00	\$143.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Gravel, compacted in place	3,600 C.Y.	\$44.00	\$15.00	\$5.00	\$18.00
11	Installation of 6" edge drain	200 L.F.	\$11.85	\$9.34	\$12.00	\$12.10
12	Remove and Replace Curb & Gutter	200 L.F.	\$19.00	\$21.46	\$28.00	\$25.20
13	Sidewalk Ramp, ADA, Modified w/Inserts	6,000 S.F.	\$14.15	\$6.27	\$16.00	\$8.70
14	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$22.75	\$31.58	\$30.00	\$24.10
15	Restoration	Included	Included	Included	Included	Included
16	Traffic Maintenance	Included	Included	Included	Included	Included
	Estimated Total Cost - Proposal A		\$3,017,027.00	\$3,101,233.10	\$3,148,250.00	\$3,474,960.00

Proposal B: Industrial Road Maintenance - Lakeview, Golfview, Wilshire, Souter, Investment, Troy Center, Tower, Rankin, Chicago & Scattered Locations

			Year 2009/2010	Year 2009/2010	Year 2009/2010	Year 2009/2010
NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Remove & Replace with Concrete 9" Non-reinforced-	38,000 SY	\$53.00	\$47.45	\$50.95	\$55.00
2	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$52.00	\$39.13	\$47.10	\$70.10
3	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$51.55	\$37.39	\$46.25	\$64.40
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not	100 S.F.	\$4.90	\$5.27	\$7.25	\$8.80
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$4.40	\$4.84	\$6.25	\$8.80
6	Gatewell Adjustment	2 Each	\$337.00	\$170.80	\$200.00	\$430.00
7	Gatewell Repair - Per Foot	4 L.F.	\$337.00	\$170.80	\$200.00	\$190.00
8	Manhole or Catch Basin Adjustment	25 each	\$337.00	\$170.80	\$125.00	\$320.00
9	Manhole or Catch Basin - Repair per Foot	20 L.F.	\$337.00	\$273.14	\$125.00	\$143.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Gravel, compacted in place	2,000 C.Y.	\$44.05	\$15.00	\$5.00	\$18.00
11	Installation of 6" edge drain	100 L.F.	\$11.85	\$9.28	\$12.00	\$12.10
12	Remove and Replace Curb & Gutter	200 L.F.	\$28.10	\$20.44	\$28.00	\$25.20
13	Sidewalk Ramp, ADA, Modified w/Inserts	300 S.F.	\$14.20	\$6.30	\$16.00	\$8.20
14	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$22.75	\$31.69	\$30.00	\$24.10
15	Restoration	Included	Included	Included	Included	Included
16	Traffic Maintenance	Included	Included	Included	Included	Included
	Estimated Total Cost - Proposal B		\$2,154,267.00	\$1,870,247.60	\$1,987,545.00	\$2,178,260.00

VENDOR NAME:

Tony Angelo Cement Construction Co	Walter Toebe Construction Co	Hartwell Cement Company	Angelo lafrate Construction Co
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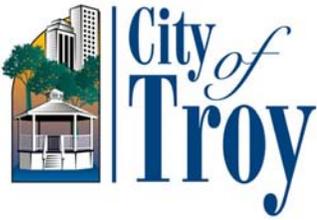
Proposal C: Major Road Maintenance - Rochester Road, Coolidge, and scattered locations

NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Remove & Replace with Concrete 9" Non-reinforced-	18,600 SY	\$50.40	\$51.06	NO BID \$0.00	\$62.20
2	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$47.90	\$39.00	\$0.00	\$69.80
3	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$43.05	\$38.82	\$0.00	\$57.90
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not	200 S.F.	\$4.60	\$5.50	\$0.00	\$8.80
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$4.25	\$5.11	\$0.00	\$8.80
6	Gatewell Adjustment	1 Each	\$271.00	\$176.05	\$0.00	\$430.00
7	Gatewell Repair - Per Foot	2 L.F.	\$271.00	\$176.05	\$0.00	\$190.00
8	Manhole or Catch Basin Adjustment	2 each	\$271.00	\$176.05	\$0.00	\$320.00
9	Manhole or Catch Basin - Repair per Foot	2 L.F.	\$271.00	\$283.64	\$0.00	\$143.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Gravel, compacted in place	1,000 C.Y.	\$31.00	\$15.00	\$0.00	\$18.00
11	Installation of 6" edge drain	100 L.F.	\$11.85	\$9.55	\$0.00	\$12.10
12	Remove and Replace Curb & Gutter	100 L.F.	\$18.40	\$21.26	\$0.00	\$25.20
13	Sidewalk Ramp, ADA, Modified w/Inserts	300 S.F.	\$13.75	\$6.46	\$0.00	\$8.50
14	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$21.90	\$31.81	\$0.00	\$24.80
15	Restoration	Included	Included	Included	Included	Included
16	Traffic Maintenance	Included	Included	Included	Included	Included
Estimated Total Cost - Proposal C			\$999,212.00	\$991,538.53	\$0.00	\$1,213,596.00

Proposal D: Tri Party Concrete Repair - Big Beaver, Dequindre, John R, Crooks, Long Lake, Livernois & scattered locations

NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Remove & Replace with Concrete 10" Non-reinforced-	10,000 SY	\$55.20	\$58.50	NO BID \$0.00	\$64.90
2	Remove & Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	\$52.00	\$48.95	\$0.00	\$65.80
3	Remove & Replace with Concrete 8" Non-reinforced-	500 S.Y.	\$51.00	\$44.50	\$0.00	\$69.30
4	Remove & Replace with Concrete 7" Non-reinforced-	500 S.Y.	\$50.00	\$42.18	\$0.00	\$58.90
5	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not	50 S.F.	\$7.95	\$5.56	\$0.00	\$8.80
6	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	50 S.F.	\$4.55	\$5.15	\$0.00	\$8.80
7	Gatewell Adjustment	1 Each	\$268.40	\$179.90	\$0.00	\$430.00
8	Gatewell Repair - Per Foot	2 L.F.	\$268.40	\$179.91	\$0.00	\$190.00
9	Manhole or Catch Basin Adjustment	2 each	\$268.40	\$179.91	\$0.00	\$320.00
10	Manhole or Catch Basin - Repair per Foot	2 L.F.	\$288.25	\$291.35	\$0.00	\$143.00
11	Misc. Base Repair per CY to excavate/replace with 21AA Gravel, compacted in place	500 C.Y.	\$32.00	\$15.00	\$0.00	\$18.00
12	Installation of 6" edge drain	100 L.F.	\$11.85	\$9.76	\$0.00	\$12.10
13	Remove and Replace Curb & Gutter	100 L.F.	\$22.40	\$21.52	\$0.00	\$25.20
14	Sidewalk Ramp, ADA, Modified w/Inserts	300 S.F.	\$13.70	\$6.47	\$0.00	\$10.10
15	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$21.09	\$31.84	\$0.00	\$24.10
16	Restoration	Included	Included	Included	Included	Included
17	Traffic Maintenance	Included	Included	Included	Included	Included
Estimated Total Cost - Proposal D			\$682,687.50	\$695,060.74	\$0.00	\$799,686.00

VENDOR NAME:		Tony Angelo Cement Construction Co	Walter Toebe Construction Co	Hartwell Cement Co	Angelo lafrate Construction Co
PROGRESS PAYMENTS:		Bi-Weekly	Bi-Weekly	Monthly Payments	Per Specification
CONTACT INFORMATION	Hrs of Oper.	7 AM to 8 PM	Dennady Bilzon	7 AM to 6 PM	7 AM to 6 PM
	Phone	(248) 756-1168	(248) 640-0018	(248) 789-4156	(586) 756-1070
AWARD	100% of Contract	X			X
	Partial Contract: Proposal A		X	X	
	Proposal B		X	X	
	Proposal C		X		
	Proposal D		X		
COMPLETION SCHEDULE:		BY JUNE 30th OF ANY CONTRACT YEAR			
INSURANCE:	Can Meet	XX	XX	XX	XX
	Cannot Meet				
PAYMENT TERMS:		Net 10 Days	Blank	Monthly	Per Specification
WARRANTY:		Maintenance Bond	Blank	1 year	1 year
EXCEPTIONS:		Blank	Blank	Blank	Will accept Proposal
					A & B together/Separately
					Will not accept Proposal
					C & D Separately
ACKNOWLEDGEMENT:	Y or N	Yes	Yes	Yes	Yes
VENDOR QUESTIONNAIRE	Y or N	Yes	Yes	Yes	Yes
FORMS:	Legal Status of Bidder	Y or N	Yes	Yes	Yes
	Non-Collusion Affidavit	Y or N	Yes	Yes	Yes
Addenda #1 & #2	Y or N	Yes	No	No	No



CITY COUNCIL ACTION REPORT

April 13, 2010

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
Susan A. Leirstein, Purchasing Director

SUBJECT: Standard Purchasing Resolution 4: AEPA Cooperative Contract - Copiers

BACKGROUND

- On January 8, 2007, Troy City Council approved a contract with Konica Minolta Albin to provide copiers on an ongoing basis through the Association of Educational Purchasing Agencies (AEPA) Cooperative contract #06-0011. (Resolution #2007-01-005-E4d).
- A large number of these copiers are due to expire in 2010.
- Purchasing analyzed copier contracts currently available through four separate cooperative groups to determine the best overall value for the City.
- Each cooperative copier contract offered differences in machine capacity, leasing options, accessories, cost per page options; therefore resulting in price differentials.
- In order to provide the best overall price comparison, each contract was compared against like equipment currently being utilized by the City.
- The four cooperative agencies provided contracts for five separate machine manufacturers including IKON (bidding Ricoh equipment), Canon, Xerox, Ricoh and Konica for a total of six lease options. Ricoh offered two pricing options. The first offered a maintenance contract that included a set number of pages per year but excluded supplies. The second option had a higher monthly equipment cost but offered a larger number of pages based on a per month usage number and included all supplies (except paper).
- From the initial review, the top four lowest cost options were IKON, Xerox, Ricoh and Konica.
- All four lease options were reviewed and the field was eventually narrowed to only two manufacturers, Konica and IKON based on the following:
 - Ricoh, although low for the monthly leasing, their contract did not include toner. This added expense eliminated any cost savings over the other vendor contracts.
 - Xerox, although slightly less costly than Konica in the initial review, their monthly lease cost included a required minimum number of copies. In reviewing just their lease cost to Konica, their cost was considerably higher than Konica and slightly higher than IKON.
- Further comparisons were done on the two remaining manufacturers, Konica and IKON using the following factors:
 - Cost per page: IKON's cost is based upon a set number of pages per month and not on actual usage. There is a potential to pay for copies not used or be charged an overage cost. Although IKON offers a cost per page range that could be set by the City for each machine, there is a high potential to go under or over that amount each month. Konica charges only for the actual copies made.
 - Supplies / Parts: Both manufacturers included all supplies, parts and labor (except paper) in their contracts.
 - Pricing: Both manufacturers pricing was compared using a four-year lease option and actual monthly page count averages for sixteen current City copiers.
- Both Konica and IKON's pricing and services were quite comparable, with the overall cost between the two almost equal. But, based on the cost per page issue, the current restructuring efforts and historical copier data, it was determined that the best course of action was to remain with Konica Minolta Albin utilizing the AEPA Cooperative contract at a savings of approximately \$55,000.00 over the next four (4) years, when compared to our current contract costs.

April 13, 2010

To: John Szerlag, City Manager
Re: AEPA Cooperative Contract – Copiers

BACKGROUND - continued

- Konica Minolta Business Solutions provided a free cost analysis utilizing their software tool to determine the number of printers and copiers currently being used in the City and their average monthly usage.
- Based on this analysis, the IT Department is currently working to determine which copiers / printers need to be replaced, moved to a new location or eliminated.

FINANCIAL CONSIDERATIONS

- Funds are available from the various departmental operating budgets under Office Supplies #7728.

LEGAL CONSIDERATIONS

- Standard lease agreements will be executed for all new copiers placed in service.

RECOMMENDATION

- City management and the Purchasing department request approval and authorization to obtain copiers for various City departments on an ongoing basis from Konica Minolta Business Solutions USA, Inc., 100 Williams Drive, Ramsey, NJ 07446 through the AEPA Cooperative contract under the prices, terms, and conditions of bid AEPA IFB 009-D.

IKON LEASE (State of Michigan) - Based on 4 Year Lease Option

Based on actual monthly volumes

	IKON Option						
CURRENT SITUATION	Purchasing Department	Planning	Police Training	H/R	Building Inspection	DPW	Assessing
Konica 7222	Ricoh MP2000 SPF	Ricoh MP2000	Ricoh MP2000 SPF				
22ppm	21ppm						
BASE COST OF MACHINE/month	\$ 89.04	\$ 79.75	\$ 79.75	\$ 79.75	\$ 89.04	\$ 79.75	\$ 79.75
Print/Copy/Scan Capability	Standard						
Fax Capability	Standard	Not Installed	Not Installed	Not Installed	Standard	Not Installed	Not Installed
Duplexes	Standard						
Auto Doc Feed	\$ 10.51	\$ 10.51	\$ 10.51	\$ 10.51	\$ 10.51	\$ 10.51	\$ 10.51
Legal Size copy/print	Standard						
11 x 17 size copy/print cabinet	Standard						
	N/A						
Paper Supply	Standard: 2 Trays/Optiona 1 Add'l Tray						
Paper Tray Cost	\$ 5.85	\$ 5.85	\$ 5.85	\$ 5.85	\$ 5.85	\$ 5.85	\$ 5.85
PostScript	\$ 5.67	\$ 5.67	\$ 5.67	\$ 5.67	\$ 5.67	\$ 5.67	\$ 5.67
Finisher (Basic Stapling)	N/A - but Konica has	N/A	N/A - but Konica has				
Maintenance Contracts	Standard						
Maintenance Contract Cost	Standard						
Yearly Accessory Cost	\$ 264.36	\$ 264.36	\$ 264.36	\$ 264.36	\$ 264.36	\$ 264.36	\$ 264.36
Yearly Lease Cost	\$ 1,068.52	\$ 957.02	\$ 957.02	\$ 957.02	\$ 1,068.52	\$ 957.02	\$ 957.02
Total Cost w/accessories (1 yr)	\$ 1,332.88	\$ 1,221.38	\$ 1,221.38	\$ 1,221.38	\$ 1,332.88	\$ 1,221.38	\$ 1,221.38
Departments Actual Average Monthly Usage	up to 4,000 copies per month.	up to 2,000 copies per month.	up to 5,300 copies per month.	up to 3,300 copies per month.	up to 4,000 copies per month.	up to 5,000 copies per month.	up to 4,400 copies per month.
Cost for Copies Over Monthly Allocated Amounts	overage cost per impression by month: \$0.011 (over 6,000)	overage cost per impression by month: \$0.011 (over 6,000)	overage cost per impression by month: \$0.011 (over 6,000)	overage cost per impression by month: \$0.011 (over 6,000)	overage cost per impression by month: \$0.011 (over 6,000)	overage cost per impression by month: \$0.011 (over 6,000)	overage cost per impression by month: \$0.011 (over 6,000)
A min of 3,000 copies/month - no rebates. Add cost of paying for copies not useed - calcuated using overage cost per impression: Monthly Total	\$ -	\$ 11.00	\$ -	\$ -	\$ -	\$ -	\$ -
Add'l Chrg to return current copiers to Konica)							
Chrg -copies not utilized a year:	\$ -	\$ 132.00	\$ -	\$ -	\$ -	\$ -	\$ -
Total cost each Machine (4 yrs):	\$ 5,331.53	\$ 5,413.52	\$ 4,885.52	\$ 4,885.52	\$ 5,331.53	\$ 4,885.52	\$ 4,885.52
	Parts/Labor/Toner Incl						

TOTAL COST FOR NEW EQUIPMENT - 7 Copiers (4 yrs): \$ 35,618.66

IKON LEASE (State of Michigan) - Based on 4 Year Lease Option

Based on actual monthly volumes

CURRENT SITUATION	IKON Option City Manager	IKON Option Legal				
C350 (COLOR)	Ricoh MP C3500	Ricoh MP C3500				
35ppm (black)	35ppm (black)	35ppm (black)				
22ppm (color)	35ppm (color)	35ppm (color)				
BASE COST OF MACHINE/month	\$ 259.31	\$ 259.31				
Print/copy/scan Capability	Standard	Standard				
Fax Capability	Not Installed	Not installed				
Duplexes	Standard	Standard				
Auto Doc Feed	Standard	Standard				
Legal Size copy/print	Standard	Standard				
11 x 17 size copy/print	Standard	Standard				
cabinet	Standard	Standard				
Paper Supply (3 sources)	\$ 15.05	\$ 15.05				
PostScript	Optional	Optional				
Booklet Finisher	\$ 16.18	\$ 16.18				
	Does not state what type of finisher - if booklet or not	Does not state what type of finisher - if booklet or not				
Maintenance Contracts						
Maintenance Contract Cost						
Yearly Accessory Cost	\$ 31.23	\$ 31.23				
Yearly Lease Cost	\$ 3,111.73	\$ 3,111.73				
Total Cost w/accessories	\$ 3,142.96	\$ 3,142.96				
Departments Actual Average Monthly Usage	up to 5,800 copies per month.	up to 6,600 copies per month.				
Cost for Copies Over Monthly Allocated Amounts	overage cost per impression by month: \$0.0090 (black) & \$0.0730 (color)	overage cost per impression by month: \$0.0090 (black) & \$0.0730 (color)				
A min of 9,000 copies/month - no rebates. Add cost of paying for copies not used - calculated using overage cost per impression: Monthly Total	\$ 28.80	\$ 21.60				
Add'l Chrg to return current copiers to Konica)	\$ -	\$ -				
Chrg -copies not utilized a year:	\$ 345.60	\$ 259.20				
Total cost each Machine (4 yrs):	\$ 13,954.23	\$ 13,608.63				
	Parts/Labor/Toner Incl	Parts/Labor/Toner Incl				

TOTAL COST FOR NEW EQUIPMENT - 2 Copiers (4 yrs): \$ 27,562.86

IKON LEASE (State of Michigan) - Based on 4 Year Lease Option

Based on actual monthly volumes

IKON Option

CURRENT SITUATION	Parks / Recreation						
Konic 7085	Ricoh MP6000 B						
85ppm	60ppm						
BASE COST OF MACHINE/month	\$ 462.84						
Copy Capability	Copy Only						
Print/Scan Capability	Standard						
Duplexes	Standard						
Auto Doc Feed	Standard						
Legal Size copy/print	Standard						
11 x 17 size copy/print	Standard						
cabinet	Standard						
Paper Supply	Standard						
PostScript	\$ 22.90						
Finisher (Basic Stapling)	\$ 42.24						
	3,000 Sheet, 50 Sheet Staple						
Maintenance Contracts							
Maintenance Contract Cost							
Yearly Accessory Cost	\$ 781.68						
Yearly Lease Cost	\$ 5,554.07						
Total Cost w/accessories	\$ 6,335.75						
Departments Actual Average Monthly Usage	up to 60,000 copies per month (We average 67,500/month).						
Cost for Copies Over Monthly Allocated Amounts	overage cost per impression by month: \$0.0046						
IKON requires a min of 60,000 copies/month - Overage Chrg	\$ 34.50						
Add'l Chrg to return current copiers to Konica)	\$ -						
Cost of copies per year: (overage)	\$ 414.00						
Total cost each Machine (4 yrs):	\$ 26,998.98						
	Parts/Labor/Toner Incl						

TOTAL COST FOR NEW EQUIPMENT - 1 Copier (4 yrs): \$ 26,998.98

IKON LEASE (State of Michigan) - Based on 4 Year Lease Option

Based on actual monthly volumes

CURRENT SITUATION	IKON Option Police Investigations	IKON Option Police Records				
Konica 7235	Ricoh MP4000 SPF	Ricoh MP4000 SPF				
35ppm	33ppm	33ppm				
BASE COST OF MACHINE/month	\$ 191.20	\$ 191.20				
Print/copy/scan Capability	Standard	Standard				
Fax Capability	Standard	Not Installed				
Duplexes	\$ -	\$ -				
Auto Doc Feed	\$ 15.23	\$ 15.23				
Legal Size copy/print	\$ -	\$ -				
11 x 17 size copy/print	\$ -	\$ -				
cabinet	\$ -	\$ -				
Paper Supply	\$ 14.87	\$ 14.87				
	Standard: 2 Trays/Optional 2 Add'l Trays	Standard: 2 Trays/Optional 2 Add'l Trays				
PostScript	\$ 6.54	\$ 6.54				
Finisher (Basic Staple)	\$ 11.56	\$ 11.56				
Maintenance Contracts	Standard	Standard				
Maintenance Contract Cost	Standard	Standard				
Yearly Accessory Cost	\$ 578.40	\$ 578.40				
Yearly Lease Cost	\$ 2,294.34	\$ 2,294.34				
Total Cost w/accessories	\$ 2,872.74	\$ 2,872.74				
Departments Actual Average Monthly Usage	up to 6,700 copies per month.	up to 9,100 copies per month.				
Cost for Copies Over Monthly Allocated Amounts	verage cost per impression by month: \$0.008	verage cost per impression by month: \$0.008				
A min of 9,000 copies/month - no rebates. Add cost of paying for copies not used - calcuated using overage cost per impression: Monthly Total	\$ 18.40	\$ -				
Add'l Chrg to return current copiers to Konica)	\$ -	\$ -				
Chrg -copies not utilized a year:	\$ 220.80	\$ -				
Total cost each Machine (4 yrs):	\$ 12,374.16	\$ 11,490.96				
	Parts/Labor/Toner Incld	Parts/Labor/Toner Incld				

TOTAL COST FOR NEW EQUIPMENT - 2 Copiers (4 yrs): \$ 23,865.12

IKON LEASE (State of Michigan) - Based on 4 Year Lease Option

Based on actual monthly volumes

CURRENT SITUATION	IKON Option Building Ops	IKON Option Nature Center	IKON Option Libray				
Bizhub 200	Ricoh MP2000 SPF	Ricoh MP2000 SPF	Ricoh MP2000 SPF				
20ppm	21ppm	21ppm	21ppm				
BASE COST OF MACHINE/month	\$ 79.75	\$ 89.04	\$ 69.03				
Copy	Standard	Standard	Standard				
Print Capability	Standard	Standard	Optional				
Fax Capability	Not Installed	Standard	Optional				
Duplexes	\$ -	\$ -	\$ -				
Auto Doc Feed	\$ 10.51	\$ 10.51	\$ 10.51				
Legal Size copy/print	\$ -	\$ -	\$ -				
11 x 17 size copy/print	\$ -	\$ -	\$ -				
cabinet	N/A	N/A	N/A				
Paper Supply	Optional	Optional	Optional				
PostScript	N/A	N/A	N/A				
Finisher (Basic Staple)	N/A - but Konica has	N/A - but Konica has	N/A				
Maintenance Contracts							
Maintenance Contract Cost							
Yearly Accessory Cost	\$ 126.12	\$ 126.12	\$ 126.12				
Yearly Lease Cost	\$ 828.34	\$ 828.34	\$ 828.34				
Total Cost w/accessories	\$ 954.46	\$ 954.46	\$ 954.46				
Departments Actual Average Monthly Usage	up to 1,000 copies per month.	up to 4,600 copies per month.	up to 2,300 copies per month.				
Cost for Copies Over Monthly Allocated Amounts	overage cost per impression by month: \$0.011	overage cost per impression by month: \$0.011	overage cost per impression by month: \$0.011				
A min of 3,000 copies/month - no rebates. Add cost of paying for copies not used - calculated using overage cost per impression: Monthly Total	\$ 22.00	\$ -	\$ 7.70				
Add'l Chrg to return current copiers to Konica)	\$ -	\$ -	\$ -				
Chrg -copies not utilized a year:	\$ 264.00	\$ -	\$ 92.40				
Total cost each Machine (4 yrs):	\$ 4,873.84	\$ 3,817.84	\$ 4,187.44				
	Parts/Labor/Toner Incl	Parts/Labor/Toner Incl	Parts/Labor/Toner Incl				

TOTAL COST FOR NEW EQUIPMENT - 3 Copiers (4 yrs): \$ 12,879.12

IKON LEASE (State of Michigan) - Based on 4 Year Lease Option

Based on actual monthly volumes

IKON Option							
CURRENT SITUATION	Museum						
Bizhub 250	Ricoh MP2550 SP						
25ppm	25ppm						
BASE COST FOR MACHINE (COPY)	\$ 136.06						
Print/Scan Capability	Standard						
Fax Capability	Optional (Not Installed)						
Duplexes	Standard						
Auto Doc Feed	\$ 15.23						
Legal Size copy/print	\$ -						
11 x 17 size copy/print	\$ -						
cabinet	\$ -						
Paper Supply	\$ 14.87						
PostScript	\$ 6.54						
Finisher (Basic Staple)	\$ 11.56						
Maintenance Contracts							
Maintenance Contract Cost							
Yearly Accessory Cost	\$ 578.40						
Yearly Lease Cost	\$ 1,632.70						
Total Cost w/accessories	\$ 2,211.10						
Departments Actual Average Monthly Usage	up to 6,400 copies per month.						
Cost for Copies Over Monthly Allocated Amounts	overage cost per impression by month: \$0.01						
IKON requires a min of 6,000 copies/month - Overage Chrg	\$ -						
Add'l Chrg to return current copiers to Konica)	\$ -						
Cost of copies per year:	\$ -						
Total cost each Machine (4 yrs):	\$ 8,844.40						
	Parts/Labor/Toner Includ						

TOTAL COST FOR NEW EQUIPMENT - 1 Copier (4 yrs): \$ 8,844.40

IKON - TOTAL COST W/ACCESSORIES - 16 Copiers over 4 Years

\$ 135,769.14

KONICA (AEPA) - Based on 4 Year Lease Option

Based on actual monthly volumes

CURRENT SITUATION		Konica Option City Manager	Konica Option Legal				
C350 (COLOR)		Bizhub C353	Bizhub C353				
35ppm (black)		35ppm (black)	35ppm (black)				
22ppm (color)		35ppm (color)	35ppm (color)				
BASE COST OF MACHINE/month	\$ 244.63	\$ 150.71	\$ 150.71				
Print/copy/scan Capability	Standard	Standard	Standard				
Fax Capability	Optional	Not Installed	Optional				
Duplexes	Standard	Standard	Standard				
Auto Doc Feed	Included	\$ 17.93	\$ 17.93				
Legal Size copy/print	Standard	Standard	Standard				
11 x 17 size copy/print	Standard	Standard	Standard				
cabinet	Included	\$ 2.27	\$ 2.27				
Paper Supply (3 sources)	Standard	Standard	Standard				
PostScript	\$ 63.00	Standard	Standard				
Booklet Finisher	Included	\$ 35.50	\$ 35.50				
		Booklet Finisher	Booklet Finisher				
Maintenance Contracts	Standard	Standard	Standard				
Maintenance Contract Cost	Standard	Standard	Standard				
Yearly Accessory Cost	\$ 63.00	\$ 55.70	\$ 55.70				
Yearly Lease Cost	\$ 2,935.56	\$ 1,808.52	\$ 1,808.52				
Total Cost w/accessories	\$ 2,998.56	\$ 1,864.22	\$ 1,864.22				
Departments Actual Average Monthly Usage		Pay straight cpc charge (based on 5,800)	Pay straight cpc charge (based on 6,600)				
Cost per copy - no overages would apply - based on actual usage only	CPC: \$0.0094 (black) & \$0.0632 (color)	CPC: \$0.0094 (black) & \$0.0632 (color)	CPC: \$0.0094 (black) & \$0.0632 (color)				
Monthly Cost per Copies	\$ 46.40	\$ 54.52	\$ 62.04				
Add'l Chrg to return current copiers to Konica)		\$ -	\$ -				
Cost of copies per year:	\$ 556.80	\$ 654.24	\$ 744.48				
Total cost each Machine (4 yrs):	\$ 11,994.24	\$ 10,073.84	\$ 10,434.80				
		Parts/Labor/Toner Includ	Parts/Labor/Toner Includ				

CURRENT EQUIP COST - 2 Copiers (4 yrs): \$ 23,988.48

TOTAL COST FOR NEW EQUIPMENT - 2 Copiers (4 yrs): \$ 20,508.64

KONICA (AEPA) - Based on 4 Year Lease Option

Based on actual monthly volumes

		Konica Option					
CURRENT SITUATION		Parks / Recreation					
Konic 7085		Bizhub 601					
85ppm		60ppm					
BASE COST OF MACHINE/month	\$ 504.88	\$	197.25				
Copy Capability	Standard		Standard				
Print/Scan Capability	\$ 16.25		Standard				
Duplexes	Standard		Standard				
Auto Doc Feed	Standard		Standard				
Legal Size copy/print	Standard		Standard				
11 x 17 size copy/print	Standard		Standard				
cabinet	Standard		Standard				
Paper Supply	Standard		Standard				
PostScript	Standard		Standard				
Finisher (Basic Stapling)	Included	\$	33.92				
	Stapling Finisher		50 Sheet Staple				
Maintenance Contracts							
Maintenance Contract Cost							
Yearly Accessory Cost	\$ 195.00	\$	407.04				
Yearly Lease Cost	\$ 6,058.56	\$	2,367.00				
Total Cost w/accessories	\$ 6,253.56	\$	2,774.04				
Departments Actual Average Monthly Usage			Pay straight cpc charge (based on 67,000/month)				
Cost per copy - no overages would apply - based on actual usage only			CPC: 0-24 months = \$0.0065; 24-48 months = \$0.0068; 48-60 months = \$0.0071				
Monthly Cost per Copies	\$ 459.00	\$	459.00				
Add'l Chrg to return current copiers to Konica)		\$	-				
Cost of copies per year:	\$ 5,508.00	\$	5,508.00				
Total cost each Machine (4 yrs):	\$ 47,046.24	\$	33,128.16				
			Parts/Labor/Toner Includ				
CURRENT EQUIP COST - 1 Copier (4 yrs):	\$ 47,046.24					TOTAL COST FOR NEW EQUIPMENT - 1 Copier (4 yrs):	\$ 33,128.16

KONICA (AEPA) - Based on 4 Year Lease Option

Based on actual monthly volumes

CURRENT SITUATION	Konica Option		Konica Option					
	Police Investigations		Police Records					
Konica 7235	Bizhub 362		Bizhub 362					
35ppm	36ppm		36ppm					
BASE COST OF MACHINE/month	\$ 150.09	\$ 85.13	\$ 85.13					
Print/copy/scan Capability	\$ 41.46	Standard	Standard					
Fax Capability	\$ 23.85	\$ 14.93	Not Installed					
Duplexes	\$ -	\$ -	\$ -					
Auto Doc Feed	Included	\$ 16.13	\$ 16.13					
Legal Size copy/print	\$ -	\$ -	\$ -					
11 x 17 size copy/print	\$ -	\$ -	\$ -					
cabinet	\$ -	\$ -	\$ -					
Paper Supply	\$ -	\$ 14.88	\$ 14.88					
		Standard: 2 Trays/Optional 2 Add'l Trays	Standard: 2 Trays/Optional 2 Add'l Trays					
PostScript	Standard	Standard	Standard					
Finisher (Basic Staple)	Included	\$ 20.86	\$ 20.86					
Maintenance Contracts	Standard	Standard	Standard					
Maintenance Contract Cost	Standard	Standard	Standard					
Yearly Accessory Cost	\$ 783.72	\$ 801.60	\$ 622.44					
Yearly Lease Cost	\$ 1,801.08	\$ 1,021.56	\$ 1,021.56					
Total Cost w/accessories	\$ 2,584.80	\$ 1,823.16	\$ 1,644.00					
Departments Actual Average Monthly Usage		Pay straight cpc charge (based on 6,700)	Pay straight cpc charge (based on 9,100)					
Cost per copy - no overages would apply - based on actual usage only		CPC: 0-24 months = \$0.0065; 24-48 months = \$0.0068; 48- 60 months = \$0.0071	CPC: 0-24 months = \$0.0065; 24-48 months = \$0.0068; 48-60 months = \$0.0071					
Monthly Cost per Copies	\$ 45.56	\$ 45.56	\$ 61.88					
Add'l Chrg to return current copiers to Konica)	\$ -	\$ -	\$ -					
Cost of copies per year:	\$ 546.72	\$ 546.72	\$ 742.56					
Total cost each Machine (4 yrs):	\$ 12,526.08	\$ 9,479.52	\$ 9,546.24					
		Parts/Labor/Toner Includ	Parts/Labor/Toner Includ					
CURRENT EQUIP COST - 2 Copiers (4 yrs):	\$ 25,052.16							
						TOTAL COST FOR NEW EQUIPMENT - 2 Copiers (4 yrs):	\$ 19,025.76	

KONICA (AEPA) - Based on 4 Year Lease Option

Based on actual monthly volumes

	Konica Option		Konica Option		Konica Option	
CURRENT SITUATION	Building Ops		Nature Center		Library	
Bizhub 200	Bizhub 222		Bizhub 222		Bizhub 222	
20ppm	22ppm		22ppm		22ppm	
BASE COST OF MACHINE/month	\$ 74.00	\$ 63.13	\$ 63.13	\$ 63.13		
Copy	Standard	Standard	Standard	Standard		
Print Capability	Standard	Standard	Standard	Standard		
Fax Capability	\$ 12.52	Not Installed	\$ 14.93	Optional		
Duplexes		\$ -	\$ -	\$ -		
Auto Doc Feed	Included	\$ 16.13	\$ 16.13	\$ 16.13		
Legal Size copy/print	\$ -	\$ -	\$ -	\$ -		
11 x 17 size copy/print	\$ -	\$ -	\$ -	\$ -		
cabinet	Included	Optional	Optional	Optional		
Paper Supply	Optional	Optional	Optional	Optional		
	Standard: 2 Trays	Standard: 2 Trays/Optional 2 Add'l Trays	Standard: 2 Trays/Optional 2 Add'l Trays	Standard: 2 Trays/Optional 2 Add'l Trays		
PostScript	\$ -	\$ -	\$ -	\$ -		
Finisher (Basic Staple)	Optional	Optional	Optional	Optional		
Maintenance Contracts						
Maintenance Contract Cost						
Yearly Accessory Cost	\$ 150.24	\$ 193.56	\$ 372.72	\$ 193.56		
Yearly Lease Cost	\$ 888.00	\$ 757.56	\$ 757.56	\$ 757.56		
Total Cost w/accessories	\$ 1,038.24	\$ 951.12	\$ 1,130.28	\$ 951.12		
Departments Actual Average Monthly Usage		Pay straight cpc charge (based on 1,000)	Pay straight cpc charge (based on 4,600)	Pay straight cpc charge (based on 2,300)		
Cost per copy - no overages would apply - based on actual usage only		CPC: 0-24 months = \$0.0065; 24-48 months = \$0.0068; 48-60 months = \$0.0071	CPC: 0-24 months = \$0.0065; 24-48 months = \$0.0068; 48-60 months = \$0.0071	CPC: 0-24 months = \$0.0065; 24-48 months = \$0.0068; 48-60 months = \$0.0071		
Monthly Cost per Copies	\$ 31.28	\$ 6.80	\$ 31.28	\$ 15.64		
Add'l Chrg to return current copiers to Konica)	\$ -	\$ -	\$ -	\$ -		
Cost of copies per year:	\$ 375.36	\$ 81.60	\$ 375.36	\$ 187.68		
Total cost each Machine (4 yrs):	\$ 5,654.40	\$ 4,130.88	\$ 6,022.56	\$ 4,555.20		
		Parts/Labor/Toner Includ	Parts/Labor/Toner Includ	Parts/Labor/Toner Includ		
CURRENT EQUIP COST - 3 Copiers (4 yrs):	\$ 16,963.20				TOTAL COST FOR NEW EQUIPMENT - 3 Copiers (4 yrs):	\$ 14,708.64

KONICA (AEPA) - Based on 4 Year Lease Option

Based on actual monthly volumes

Konica Option

CURRENT SITUATION	Museum						
Bizhub 250	Bizhub 222						
25ppm	22ppm						
BASE COST FOR MACHINE (COPY)	\$ 62.15	\$ 63.13					
Print/Scan Capability	\$ 13.49	Standard					
Fax Capability	N/A	Optional (Not Installed)					
Duplexes	Standard	Standard					
Auto Doc Feed	\$ 14.83	\$ 16.13					
Legal Size copy/print	\$ -	\$ -					
11 x 17 size copy/print	\$ -	\$ -					
cabinet	N/A	\$ 2.65					
Paper Supply	\$ -	\$ 14.88					
	Standard: 2 trays	Standard: 2 Trays/Optional 2 Add'l Trays					
PostScript	\$ -	\$ -					
Finisher (Basic Staple)	\$ 17.83	\$ 20.86					
Maintenance Contracts							
Maintenance Contract Cost							
Yearly Accessory Cost	\$ 553.80	\$ 654.24					
Yearly Lease Cost	\$ 745.80	\$ 757.56					
Total Cost w/accessories	\$ 1,299.60	\$ 1,411.80					
Departments Actual Average Monthly Usage		Pay straight cpc charge					
Cost per copy - no overages would apply - based on actual usage only		CPC: 0-24 months = \$0.0065; 24-48 months = \$0.0068; 48-60 months = \$0.0071					
Monthly Cost per Copies	\$ 43.52	\$ 43.52					
Add'l Chrg to return current copiers to Konica)		\$ -					
Cost of copies per year:	\$ 522.24	\$ 522.24					
Total cost each Machine (4 yrs):	\$ 7,287.36	\$ 7,736.16					
		Parts/Labor/Toner Includ					

CURRENT EQUIP COST - 1 Copier (4 yrs): \$ 7,287.36

TOTAL COST FOR NEW EQUIPMENT - 1 Copier (4 yrs): \$ 7,736.16

CITY'S CURRENT TOTAL COST

W/ACCESSORIES - 16 Copiers over 4 Years

\$ 191,048.64

KONICA - TOTAL COST

W/ACCESSORIES - 16 Copiers over 4 Years

\$ 136,017.28

EXTENSION OF AGREEMENT

Contract EXTENSION AGREEMENT made by and between

KONICA MINOLTA BUSINESS SOLUTION, Inc.

and

Oakland Intermediate School District
2111 Pontiac Lake Road
Waterford, MI 48328-2735
248-209-2209

said Agreement being numbered: AEPA IFB 009D - Konica Minolta Business Solutions

The existing Agreement initially commencing upon award terminates on February 28, 2010. The Term of Contract and Extension in the AEPA Bid provides the Agreement may be extended by mutual written agreement. AEPA has approved this extension and now Oakland Intermediate School District desires to extend the Agreement for an additional term of one (1) year until February 28, 2011. Upon the signature of an authorized officer of the Agency and of the above named company or corporation, the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the original AEPA Bid and in Contract Number AEPA IFB 009D - Konica Minolta.

OAKLAND INTERMEDIATE SCHOOL DISTRICT

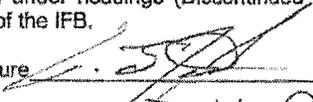
Authorized Signature



KONICA MINOLTA BUSINESS SOLUTIONS

Contractor agrees to provide complete information of any deleted and new products or prices as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the IFB.

Authorized Signature



Vice President

Title Market & Program Development

Typed Name:

Todd G. Foote

If you do not want to extend contract, please sign below and return this agreement.

Signature: _____

Date: _____

B. BID, ACCEPTANCE OF BID AND CONTRACT AWARD

AEPA IFB 009-D – Digital copiers and Related Equipment

**BID, ACCEPTANCE OF BID
And
CONTRACT AWARD**

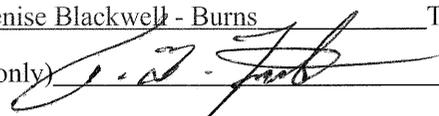
TO BE COMPLETED BY BIDDER

In compliance with the Invitation to Bid, the undersigned warrants that I/we have examined the Instructions to Bidders, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the INVITATION TO BID and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the Agency Terms and Conditions and the special Terms and Conditions. The undersigned understands that his/her competence and responsibility and that of the proposed subcontractors, time of completion, as well as other factors of interest to the Agency as stated in the evaluation section will be a consideration in making the award.

Company Name Konica Minolta Business Solutions USA Inc Date October 23, 2008

Company Address 100 Williams Drive City Ramsey State NJ Zip 07446

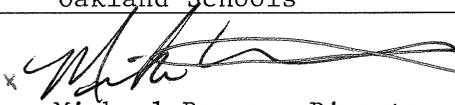
Contact Person Denise Blackwell - Burns Title Executive Key Account Manager

Authorized Signature (ink only)  Title VP Mktg. & Prog. Dev.

ACCEPTANCE OF BID AND CONTRACT AWARD TO BE COMPLETED ONLY BY AGENCY

Your bid for contracting services is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Invitation for Bid. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from the Agency. The parties intend this contract to constitute the final and complete agreement between the Agency and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue until February 28, 2010 unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods ending on February 28, 2011, February 29, 2012 and February 28, 2013.

Awarding Agency: Oakland Schools

Agency Executive 
Michael Rangos, Director - Regional Services

Awarded this 4th day of February, 2009 Contract Number 09-0036



INVITATION FOR BID NUMBER AEPA IFB #009-D

DIGITAL COPIERS AND RELATED EQUIPMENT

PART B – SPECIFICATIONS

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2. Anticipated Member Agency Participation2
3. Glossary of Terms.....2
4. Special Terms and Conditions..... 3-5
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6. Pricing.....5

1. Scope of Bid

AEPA agencies are seeking a contract for the purchase and/or lease of Digital Copiers and Related Accessories, Service and Supplies. The successful copier company will provide discount pricing on a range of sizes of digital copiers with multiple functions, service contracts and related supplies and equipment. The diversity of participating public agencies requires a broad choice of options. Manufacturers are requested to offer their entire catalog of available product at a discount from the current published schedule for public agencies.

This bid is constructed with a “market basket” pricing grid in order to evaluate offerings on a like basis between bidders. This in no way limits the final catalog of items published to members by the winning bidder(s). All product submissions that occur after the bid award by winning bidders will be reviewed and approved by the AEPA copier committee.

2. Anticipated AEPA Member Agency Participation

State	Participate (Yes/No/Undecided)	Estimated First Year Purchase Volume	State	Participate (Yes/No/Undecided)	Estimated First Year Purchase Volume
California	Yes	\$5,000,000	New Jersey	Yes	Unknown
Colorado	Yes	Unknown	New Mexico	Undecided	Unknown
Connecticut	Yes	\$250,000	North Dakota	Yes	\$50,000
Florida	Yes	\$325,000	Ohio	Yes	\$3,000,000
Indiana	Yes	\$400,000	Oregon	Yes	\$50,000
Iowa	Yes	\$1,000,000	Pennsylvania	Yes	\$100,000
Kansas	Yes	Unknown	Texas	No	N/A
Kentucky	Yes	Unknown	Virginia	Yes	Unknown
Michigan	Yes	Unknown	Washington	No	N/A
Minnesota	Yes	Unknown	Wyoming	Yes	Unknown
Missouri	Yes	Unknown			
Montana	Yes	\$650,000			
Nebraska	Yes	\$7,500	Total		\$10,832,500

Participating in the solicitation does not guarantee that an AEPA Member Agency will enter into a contract with any vendor. Each AEPA Member Agency will make that determination after reviewing AEPA recommended bids. The AEPA Member Agency’s contracting decision shall be final.

Estimated first year volume for this solicitation is provided above where available. AEPA Member Agencies anticipate that purchase volume will increase in contract years 2-4. This information is provided as an aid to vendors in preparing bids only. It is not to be considered a guarantee of volume under this IFB. The successful vendor’s discount and pricing schedule shall apply regardless of the volume of business under the contract.

3. Glossary of Terms

AEPA Member Agency: A state cooperative purchasing agency recognized by AEPA to represent a specified state in contracting activities associated with this solicitation.

Contracting AEPA Member Agency: An AEPA Member Agency that enters into a contract as a result of this solicitation.

Member: A public school district or other qualifying agency authorized to use the contracts of an AEPA Member Agency.

Vendor: Individual or entity providing goods and services to AEPA members based on the specifications of this solicitation.

4. Special Terms & Conditions

The following are in addition to the applicable standard terms and conditions. Please review these carefully. Any exceptions to these terms and conditions shall be clearly stated in writing and included with the bid response.

4.1 General

- 4.1.1. The successful vendor must give AEPA members the benefit of all general price reductions extended to its other customers at any time during the period of this contract or any extension thereof. Written notice will be made to AEPA members in the event of a decrease in the prevailing contract price and will become effective immediately.
- 4.1.2. The successful vendor must abide by all applicable federal, state, and local laws, codes, and ordinances governing any area(s) in which any service is rendered and must have all required permits, licenses, agreements, tariffs, bonding and insurance required by same. No claims for additional payment will be approved for changes required to comply with any such requirements.
- 4.1.3 Responses must clearly identify all charges and components necessary for performance of the contract even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request. Optional services must be identified separately, and must include clear descriptions of proposed services.
- 4.1.4. Vendors must provide a product or mix of products in a manner that will allow contract participants to migrate to emerging technologies/services and between legacy technologies with no penalty charge associated with maintaining the most appropriate selections of goods and services throughout the life of the contract. All product submissions that occur after the bid award by winning bidders must be reviewed and approved by the AEPA copier committee.
- 4.1.5. Additional discounts off of AEPA bid pricing may be given by the vendor as a spot reduction for single sales opportunities which exceed twenty-five (25) units, or \$100,000. If such discounts are offered, they must be extended to any other AEPA member who meets comparable criteria.
- 4.1.6. Additional discounts off of AEPA pricing may be offered by the vendor to members who make a high volume commitment of 100,000 impressions per month or greater.

4.2 Equipment

- 4.2.1. All equipment will be new and warranted by the manufacturer. The vendor must list and describe the types of digital copiers available. All equipment must be of the best quality, workmanship and material of their respective kind. All copiers are to be new, plain paper copiers. Remanufactured or newly remanufactured equipment will be considered as long as it is remanufactured by the original equipment manufacturer (OEM). All OEM remanufactured equipment that is quoted must be clearly labeled as such in the bid package. Refurbished equipment will not be considered. Copiers will be required to run recycled paper. Models and makes specified are for descriptive purposes only. Copiers of equivalent or superior quality and functionality will be given equal consideration. However, in addition to specifying the machine you are bidding on the bid form, you must enclose descriptive literature on machines you bid. Such literature must include at a

minimum the specifications regarding copy speed, reduction/enlargement, document feeder, account or auditron receptivity, sorter and bins, stapling, finishing, electrical requirements and energy consumption. Also, the number of copies recommended per month by the manufacturer and expected life of each machine must be included in the bid.

- 4.2.2. All copier equipment will be bid as a separate item from service.
- 4.2.3. The vendor will warrant all equipment for the term of the contract, against defects in materials or workmanship and will replace at no cost to the purchaser any equipment that is defective. The replacement will be made within one (1) working day from the date of the notification of trouble.
- 4.2.4. All machines, if required, must be capable of account assignment, which tracks the copy count usage of each account number assigned.
- 4.2.5. Bid price shall include all equipment cost, delivery, installation, removal, emergency and scheduled preventative maintenance repairs, all parts, all supplies (except paper and staples) and proper training to key personnel. All equipment shall equal or exceed, in all respects, the requested specifications provided in the schedule. Pricing shall not include taxes. Contractor shall make clear that any taxes not initially identified, that might occur in the future, are the responsibility of the Contractor.

4.3 Service and Coverage

- 4.3.1. After being notified by the using agency, arrival of a repair technician shall not exceed four (4) working hours. Working hours are defined by the individual district, excluding individual district holidays, and will be supplied to the contractor upon request. Machines shall be kept in good working order so that work delays and copy problems will be minimized. In the event that a copier exhibits continuing breakdowns or poor copy quality for one month or five (5) emergency breakdown calls, the individual district reserves the right to reject the copier. The contractor will, at the district's option, replace the copier with an acceptable copier for the duration of the contract.
- 4.3.2. The successful contractor must provide loaner equipment whenever service cannot be completed in a reasonable period of time.
- 4.3.3. The successful contractor will train one individual for each copier in the machine location as a key operator and will train replacement key operators as required. Arrangements for training shall be coordinated by the contractor with each district in which copiers are located.
- 4.3.4. Bid responders should provide any service and warranty that will be provided but not otherwise listed in this Bid.

4.4 Billing and Management Reports

- 4.4.1. Bid responders must describe billing method(s) and charges in a clear, straightforward fashion so that a true and accurate price may be derived, tested and used in the evaluation of invoices rendered as the result of any contract entered into as a result of this bid.
- 4.4.2. No recurring or like service charges may be applied to later invoices if omitted from the invoice on which the charge should have appeared.
- 4.4.3. Bid responders must agree to provide quarterly utilization reports to the contract administrator based upon AEPA pricing agreement.
- 4.4.4. One monthly invoice will be submitted to each district. The contractor must be capable of summary invoicing. Contractor must submit with the invoice an itemization showing at minimum the location of each machine, I.D. number, and the number of copies run during the billing cycle.

4.5 Technical/Customer Support Requirements

Throughout the life of the contract and any extension thereof, the successful vendor will provide a service force to effect appropriate account management, maintenance, and customer service activities. Account managers to oversee activities undertaken by employees, subcontractors, and others providing services pursuant to the contract resulting from this bid. Billing specialists to assist in resolution of difficulties with invoices rendered by the successful vendor or its agents. Customer service specialists to assist users with device operation and supported peripherals.

5. Specifications

See pricing sheets included

6. Pricing

6.1 Descriptions

All manufacturers' pricing is listed for descriptive purposes only. Any bidder may list their own products. AEPA reserves the sole right to determine whether the product offered is compatible with the type and quality of the product described.

(End of Part B)



CITY COUNCIL ACTION REPORT

April 7, 2010

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
Susan A. Leirstein, Purchasing Director
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Standard Purchasing Resolution 11: Rejection of Bids – Troy Daze Electrical Services

Background

- On Tuesday, March 2, 2010, bids were received to provide Electrical Services for the 2010 Troy Daze Festival.
- 146 Vendors were notified via the MITN system with three (3) bid responses received.
- The 2010 Troy Daze Festival places an undue hardship on an already strained City government. As a result of a declining revenue stream and a reduction of City staff and resources, on Monday, April 5, 2010, Troy City Council deemed it to be in the best interest of the Troy residents to cancel the Troy Daze Festival indefinitely. (Resolution # 2010-04-078, Item H-8)

Financial Consideration

- Revenues generated from the Troy Daze festivals have regularly experienced shortfalls and have not covered festival expenses, which were supplemented by the general fund. Monies are no longer available for that purpose.

Legal Considerations

- ITB-COT 10-07 Troy Daze Electrical Services was competitively bid as required by City Charter and Code.

Recommendations

- City management recommends rejecting all bids for providing electrical services for the 2010 Troy Daze Festival, as the festival has been canceled indefinitely.

Prepared by: Jeff Biegler, Superintendent of Parks

G:/Bid Award 10-11 New Format/Award Standard Purchasing Resolution 11 - Rejection Troy Daze Electrical 03.10.doc

Opening Date -- 3/02/10
 Date Reviewed -- 4/7/10

CITY OF TROY
BID TABULATION
ELECTRICAL - TROY DAZE

jh/sl **RECOMMEND REJECTION**

VENDOR NAME:

Winiarski Electric	Waug's Electrical	J. Ranck Electric, Inc
	Service	

PROPOSAL: Furnish one-year requirements of all labor and materials for the Troy Daze Festival Electrical Contract for 2010 with an option to renew for two (2) Additional Years

DESCRIPTION	Complete for the Sum	Materials Allowance	Complete for the Sum	Materials Allowance	Complete for the Sum	Materials Allowance
COMPLETE FOR THE SUM OF: YEAR 2010	\$ 9,240	\$ 750	\$ 12,000	\$ 2,500	\$ 62,457	\$ 21,700
ADDITIONAL PRICING: Master Electrician	Hourly Rate		Hourly Rate		Hourly Rate	
for projects not specified - YEAR 2010	\$ 55.00		\$ 50.00		\$ 74.00	
COMPLETION DATE:						
Can meet	XX		XX		XX	
Cannot meet						
EXPERIENCE: Number of Yrs	14		25		24	
Licensed Attached	Yes		Yes		Yes	
SITE INSPECTION: Visted the site	XX		XX		XX	
Did not visit site						
Date	Sept 2009		3/1/10		2/26/10	
CONTACT INFORMATION:						
Hours of Operation	24 / 7		24 / 7		7 AM to 4 PM	
24 Hr Phone #	248-721-0138		248-563-4013		888-459-0594	
INSURANCE: Can meet	XX		XX		XX	
Cannot meet						
Signed Y or N	Yes		Yes		Yes	
PAYMENT TERMS:	Due after teardown		15 - 30 Days		Net 30	
WARRANTY:	DNA		Yes		1 year	
DELIVERY:	AS SPECIFIED					
EXCEPTIONS:	Blank		Blank		Blank	
ACKNOWLEDGEMENT: Signed - Y or N	Yes		Yes		Yes	

ATTEST:

Diane Fisher
Jeff Biegler
Linda Bockstanz

 Susan Leirstein CPPO CPPB
 Purchasing Director



CITY COUNCIL ACTION REPORT

April 7, 2010

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
Susan A. Leirstein, Purchasing Director
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Standard Purchasing Resolution 11: Rejection of Bids – Troy Daze Tent Rentals

Background

- On Thursday, February 25, 2010, bids were received to provide for Tent Rentals and Sidewalls for the 2010 Troy Daze Festival.
- 33 Vendors were notified via the MITN system with two (2) bid responses received, and one (1) statement of no bid.
- The 2010 Troy Daze Festival places an undue hardship on an already strained City government. As a result of a declining revenue stream and a reduction of City staff and resources, on Monday, April 5, 2010, Troy City Council deemed it to be in the best interest of the Troy residents to cancel the Troy Daze Festival indefinitely. (Resolution # 2010-04-078, Item H-8)

Financial Consideration

- Revenues generated from the Troy Daze festivals have regularly experienced shortfalls and have not covered festival expenses, which were supplemented by the general fund. Monies are no longer available for that purpose.

Legal Considerations

- ITB-COT 10-06, to furnish Tent Rentals and Sidewalls was competitively bid as required by City Charter and Code.

Recommendations

- City management recommends rejecting all bids to furnish tent rentals and sidewalls for the 2010 Troy Daze Festival, as the festival has been canceled indefinitely.

Opening Date -- 2/25/10
 Date Reviewed - 4/7/10

sl

CITY OF TROY
 BID TABULATION
 TENT RENTALS - Troy Daze Festival

VENDOR NAME:

S & R Event	Regal Tent		
Rental	Productions		

RECOMMEND REJECTION

PROPOSAL: TO PROVIDE FOR TENT RENTALS AND SIDEWALLS FOR 2010 TROY DAZE FESTIVAL

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	UNIT PRICE		
1.	1	TENT, 80' X 100' (Entertainment)	\$ 4,500.00	\$ 21,536.48		
2.	1	TENT, 80' X 240' (Booths)	\$ 8,900.00	\$ 54,060.96		
3.	1	TENT, 10' x 10' (Outdoor Stage)	\$ 185.00	\$ 268.00		
4.	3	TENT, 20' x 20' (Cable, Info, Outdoor Dressing)	\$ 290.00	\$ 1,072.00		
5.	2	TENT, 20' x 40' (Magic, Crafts, Dressing)	\$ 405.00	\$ 2,144.00		
6.	1	TENT, 20' x 40' (Waffle Breakfast)	\$ 405.00	\$ 2,144.00		
7.	1	TENT, 60' x 90' (Photo/Student Art)	\$ 1,850.00	\$ 14,504.16		
8.	1	TENT, 40' x 40' w/14' side poles (Picnic Area)	\$ 860.00	\$ 4,288.00		
9.	2	Erect 20' x 40' Tents (Cart Storage)	\$ 100.00	\$ -		
10.	2	Erect 20' x 20' Tents (HQ, Special Children)	\$ 95.00	\$ -		
11.	As Required	Tent Stakes w/Plastic Covers	N/C	N/C		
12.	As Required	Provide 140 Lineal Feet of Additional Sidewalls	N/C	N/C		

ESTIMATED TOTAL AWARDED ITEMS: \$ 18,770.00 \$ 104,305.60

INSURANCE: Can meet
 Cannot meet

XX	XX		
----	----	--	--

SET UP & TEAR DOWN SCHEDULE:
 Can meet
 Cannot meet

XX	XX		
----	----	--	--

CONTACT INFO Hrs of Operations
 24 Hr Phone #

586-791-4900	8:30 AM to 4:30 PM		
586-291-6267	905-570-6037		

DELIVERY REQUIREMENTS: Set up
 Tear down

Fri 9/10/10 & Mon 9/13/10 Monday, 9/20/10			
--	--	--	--

SUBCONTRACTORS Y or N

Yes,	No		
------	----	--	--

PAYMENT TERMS:

Bos Tent Rental			
within 30 days	25% due on signing		
from 9/13/10	50% due one month prior		
	Balance due upon installation		

EXCEPTIONS:

75 x 100 replaces	See Attachment To Bid		
80 x 100			

ALL OR NONE AWARD Signed: Y or N

Yes	Yes		
-----	-----	--	--

ACKNOWLEDGEMENT: Signed: Y or N

Yes	Yes		
-----	-----	--	--

NO BIDS:
 Wolverine Rental & Supply

ATTEST:
 Jeff Biegler
 Diane Fisher
 Linda Bockstanz

Susan Leirstein CPPO CPPB
 Purchasing Director



CITY COUNCIL ACTION REPORT

April 14, 2010

TO: The Honorable Mayor and City Council Members

FROM: John Szerlag, City Manager
Mary Redden, Administrative Assistant to the City Manager

SUBJECT: Standard Purchasing Resolution 10: Travel Authorization and Approval to Expend Funds for Council Member Travel Expenses – National League of Cities - Finance, Administration and Intergovernmental Relations (FAIR) Steering Committee Spring Meeting

Council Member Robin Beltramini is the 2010 chairman of the NLC - FAIR Steering Committee, which is holding their spring meeting in Washington, DC in May this year.

Council Member Beltramini requests authorization to attend the spring meeting from May 19-21, 2010.



CITY COUNCIL ACTION REPORT

April 9, 2010

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
Susan A. Leirstein, Purchasing Director
Timothy L. Richnak, Public Works Director
Cindy Stewart, Community Affairs Director
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Rescind Bid Award: Troy Daze Festival – Fireworks

Background

- On April 5, 2010, Troy City Council determined it to be in the best interest of the Troy City residents to cancel the Troy Daze Festival indefinitely. (Resolution #2010-04-078 Item H-8).
- Although coordinated by volunteers, the festival required considerable City resources. Due to a declining revenue stream resulting in a reduction of City staff and resources, the Troy Daze Festival placed an undue hardship both financially and on staffing levels in an already strained City government.

Financial Considerations

- Funds are no longer available from the general fund to subsidize festival expenses.
- The City incurs no cost for cancellation of the festival with proper notification.

Legal Considerations

- Written notification will be provided to Mad Bomber Fireworks Productions informing them of the decision to cancel the festival.

Recommendation

- City management recommends that resolution #2008-05-154-F4a approved May 12, 2008, to provide three-year requirements of fireworks display for the Troy Daze Festival for years 2008, 2009 and 2010 with Mad Bomber Fireworks Productions be rescinded for 2010.

H-8 Cancellation of Troy Daze Festival

Resolution #2010-04-078

Moved by Kerwin

Seconded by Beltramini

WHEREAS, The Troy Daze Festival has been a community fair for the past 41 years, through participation of in-kind services and financial subsidy of the City of Troy;

WHEREAS, Although coordinated by volunteers, the festival requires considerable resources by the following City departments: Community Affairs, Department of Public Works, Parks and Recreation, Risk Management, Purchasing, Finance, Treasurer, Fire, and Police;

WHEREAS, Revenues generated from the Troy Daze Festivals have regularly experienced shortfalls and does not cover festival expenses which have been supplemented by the City of Troy;

WHEREAS, The 2010 proposed Festival is anticipated to run as in years past with a significant cash shortage to supplement festival expenses including City staffing and expenses;

WHEREAS, The City of Troy is experiencing a declining revenue stream resulting in a reduction of City staff and resources; and

WHEREAS, All remaining City staff resources are being dedicated to core services and public safety;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **RECOGNIZES** the declined economic condition resulting in unforeseen reduction of City staff and resources; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **RECOGNIZES** the Troy Daze Festival places an undue hardship both financial and staffing on an already strained City Government; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **DEEMS** it to be in the best interest of the Troy city residents to **CANCEL** the Troy Daze Festival indefinitely; and

BE IT FINALLY RESOLVED, That Troy City Council will **REVISIT** the possibility of reinstating the Troy Daze Festival in the future.

Yes: McGinnis, Slater, Schilling, Beltramini, Fleming, Kerwin

No: Howrylak

MOTION CARRIED

The meeting **RECESSED** at 9:11 PM.

The meeting **RECONVENED** at 9:22 PM.

- a) Celebrating Athens High School Advanced Placement School of the Year for the State of Michigan
- b) Police Memorial Day – May 15, 2008
- c) Honoring William Beaumont Hospital Dedicated Volunteers

F-4 Standard Purchasing Resolutions

a) **Standard Purchasing Resolution 8: Best Value Award – Troy Daze Fireworks**

Resolution #2008-05-154-F-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide three-year requirements of fireworks display for the Magic of Fall / Troy Daze Festival for years 2008, 2009 and 2010 to the highest rated bidder, Mad Bomber Fireworks Productions of Kingsbury, IN, as a result of a best value process at a total cost of \$15,000.00, or \$5,000.00 per year; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon company's submission of properly executed proposal and contract documents, including insurance certificates and all other specified requirements.

F-6 Approval of Purchase Agreement and Acceptance of Permanent Drainage Easement, John R Road Improvements, Long Lake Road to Square Lake Road Project No. 02.203.5 – Parcel #13 – Sidwell #88-20-11-226-005 – Antoinette L. Brubaker

Resolution #2008-05-154-F-6

RESOLVED, That Troy City Council hereby **APPROVES** the Agreement to Purchase Realty for Public Purposes between Antoinette L. Brubaker, owner of property having Sidwell #88-20-11-226-005, and the City of Troy, for the acquisition of right-of-way for John R Road Improvements, Long Lake Road to Square Lake Road in the amount of \$49,799.00, plus closing costs; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Real Estate and Development Department to expend the necessary closing costs to complete this purchase according to the agreement and reimburse the property owner \$1,000.00 for costs associated with the review of the offer; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **ACCEPTS** the Permanent Drainage Easement in the amount of \$100.00 from Antoinette L. Brubaker, owner of property having Sidwell #88-20-11-226-005; and

BE IT FINALLY RESOLVED, That Troy City Council hereby **DIRECTS** the City Clerk to record the Warranty Deed and the Permanent Drainage Easement with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

F-7 Contract OEM Replacement Parts for Golf and Turf Maintenance Equipment



CITY COUNCIL ACTION REPORT

April 9, 2010

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
Susan A. Leirstein, Purchasing Director
Timothy L. Richnak, Public Works Director
Cindy Stewart, Community Affairs Director
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Rescind Bid Award: Troy Daze Festival – Amusement Rides

Background

- On April 5, 2010, Troy City Council determined it to be in the best interest of the Troy City residents to cancel the Troy Daze Festival indefinitely. (Resolution #2010-04-078 Item H-8).
- Although coordinated by volunteers, the festival required considerable City resources. Due to a declining revenue stream resulting in a reduction of City staff and resources, the Troy Daze Festival placed an undue hardship both financially and on staffing levels in an already strained City government.

Financial Considerations

- Funds are no longer available from the general fund to subsidize festival expenses.
- The City incurs no cost for cancellation of the festival with proper notification.

Legal Considerations

- Written notification will be provided to Arnold Amusement informing them of the decision to cancel the festival.

Recommendation

- City management recommends that resolution #2008-04-120-F4h approved April 7, 2008, to provide three-year requirements of amusement rides for the Troy Daze Festival for years 2008, 2009 and 2010 with Arnold Amusements, Inc be rescinded for 2010.

H-8 Cancellation of Troy Daze Festival

Resolution #2010-04-078

Moved by Kerwin

Seconded by Beltramini

WHEREAS, The Troy Daze Festival has been a community fair for the past 41 years, through participation of in-kind services and financial subsidy of the City of Troy;

WHEREAS, Although coordinated by volunteers, the festival requires considerable resources by the following City departments: Community Affairs, Department of Public Works, Parks and Recreation, Risk Management, Purchasing, Finance, Treasurer, Fire, and Police;

WHEREAS, Revenues generated from the Troy Daze Festivals have regularly experienced shortfalls and does not cover festival expenses which have been supplemented by the City of Troy;

WHEREAS, The 2010 proposed Festival is anticipated to run as in years past with a significant cash shortage to supplement festival expenses including City staffing and expenses;

WHEREAS, The City of Troy is experiencing a declining revenue stream resulting in a reduction of City staff and resources; and

WHEREAS, All remaining City staff resources are being dedicated to core services and public safety;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **RECOGNIZES** the declined economic condition resulting in unforeseen reduction of City staff and resources; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **RECOGNIZES** the Troy Daze Festival places an undue hardship both financial and staffing on an already strained City Government; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **DEEMS** it to be in the best interest of the Troy city residents to **CANCEL** the Troy Daze Festival indefinitely; and

BE IT FINALLY RESOLVED, That Troy City Council will **REVISIT** the possibility of reinstating the Troy Daze Festival in the future.

Yes: McGinnis, Slater, Schilling, Beltramini, Fleming, Kerwin

No: Howrylak

MOTION CARRIED

The meeting **RECESSED** at 9:11 PM.

The meeting **RECONVENED** at 9:22 PM.

Recommended Vendors	Item / Description	Price/Ton
B&W Landscape – Clinton Twp	6) Crushed Concrete 1”-3”	\$10.44
Richmond Transport - Lenox	5) Fill Sand	\$5.85
	11) Limestone 1”-3”	\$12.35
	12) Limestone 3”-6”	\$17.10
Novak Construction Inc - Almont	2) 22A Gravel	\$8.25
	4) 60/40 Gravel	\$12.00
	New-Limestone 4”-8”	\$15.00
Edw C Levy Company - Detroit	1) 6A Slag	\$12.69
Lukes Trucking / Excavating - Holly	3) Pea Gravel	\$11.55
	9) 2NS Sand	\$8.45
	10) Mason Sand	\$9.89
Ellsworth Industries Inc - Northville	8) Chloride Sand	\$17.50

at unit prices confirmed in the bid tabulation opened March 10, 2008, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with contracts expiring April 30, 2009; and

BE IT FURTHER RESOLVED, That the awards are **CONTINGENT** upon contractors' submission of properly executed bid and contract documents, including insurance certificates and all other specified requirements.

g) Standard Purchasing Resolution 1: Award to Low Bidder – Parking Lot Maintenance

Resolution #2008-04-120-F-4g

RESOLVED, That Troy City Council hereby **AWARDS** a contract to complete the City of Troy Parking Lot Maintenance Program for 2007/08 to the low total bidder, Midwest Pavement Contracting Inc. of Milford, MI, for the Aquatic Center, Troy Library, Police East, West and South Parking Lot, 52-4 District Court, City Hall East and West Parking Lot, Troy Museum, Nature Center, Fire Station # 4, Boulan Park 2nd Parking Lot, and the Engineering Field office at unit prices contained in the bid tabulation opened February 26, 2008, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract not to exceed budgetary limitations; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor submission of properly executed bid and contract documents, including bonds, insurance certificates and all other specified requirements.

h) Standard Purchasing Resolution 2: Award to Sole Bidder – Troy Daze Amusement Rides

Resolution #2008-04-120-F-4h

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide three (3) year requirements of amusement rides for the Troy Daze/Magic of Fall Festival for the years 2008, 2009, and 2010 to the sole bidder, Arnold Amusements, Inc. of Traverse City, MI, at a 40% rate of return on gross ride receipts; and pricing, terms, and conditions as detailed in the bid

proposal opened February 25, 2008 and summarized on the bid tabulation, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor submission of properly executed bid and contract documents, including insurance certificates and all other specified requirements.

i) **Standard Purchasing Resolution 2: Bid Award – Lowest Bidders Meeting Specifications – Turfgrass Chemical Products for Sylvan Glen and Sanctuary Lake Golf Courses**

Resolution #2008-04-120-F-4i

RESOLVED, That Troy City Council hereby **AWARDS** contracts to purchase seasonal requirements of chemicals for Sylvan Glen and Sanctuary Lake Golf Courses to the lowest bidders meeting specifications as follows:

<u>Bidders</u>	<u>Items</u>
Turfgrass Inc of South Lyon, MI	1,4,7,10,11,12,16,17,19,28,32
Tri-Turf Inc of Farmington Hills, MI	2,6,21
UAP Professional Products of Linden, MI	3,26,27,39
Helena Chemical Co. of Zeeland, MI	5,9,23,30,33,38
Great Lakes Turf LLC of Grand Rapids, MI	8,13,14,15,22,24,25,31,34,35
Harrell's Inc. of New Hudson, MI	18, 20, 29
Lesco Inc. of Cleveland, OH	36, 37

for an estimated total cost of \$172,876.93, at unit prices contained in the bid tabulation opened February 28, 2008, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with a contract expiration of December 31, 2008.

j) **Standard Purchasing Resolution 10: Travel Authorization and Approval to Expend Funds on Council Member Robin Beltramini's Travel Expenses – National League of Cities (NLC) Finance, Administration, and Intergovernmental Relations (FAIR) Steering Committee's Spring Conference**

Resolution #2008-04-120-F-4j

RESOLVED, That Troy City Council hereby **AUTHORIZES** Council Member Robin Beltramini to attend the NLC FAIR Steering Committee spring conference from May 8-10, 2008 in Brevard, North Carolina in accordance with accounting procedures of the City of Troy.

k) **Standard Purchasing Resolution 4: Award – Oakland County Cooperative Purchasing Agreement – Fleet Vehicles**

Resolution #2008-04-120-F-4k

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase four (4) 2008 FLHTP Harley Davidson motorcycles from Motor City Harley Davidson, Farmington Hills, MI,



CITY COUNCIL ACTION REPORT

April 9, 2010

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
Susan A. Leirstein, Purchasing Director
Timothy L. Richnak, Public Works Director
Cindy Stewart, Community Affairs Director
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Rescind Bid Award: Troy Daze Festival – Parking Services

Background

- On April 5, 2010, Troy City Council determined it to be in the best interest of the Troy City residents to cancel the Troy Daze Festival indefinitely. (Resolution #2010-04-078 Item H-8).
- Although coordinated by volunteers, the festival required considerable City resources. Due to a declining revenue stream resulting in a reduction of City staff and resources, the Troy Daze Festival placed an undue hardship both financially and on staffing levels in an already strained City government.

Financial Considerations

- Funds are no longer available from the general fund to subsidize festival expenses.
- The City incurs no cost for cancellation of the festival with proper notification.

Legal Considerations

- Written notification will be provided to the Troy Police Explorers informing them of the decision to cancel the festival.

Recommendation

- City management recommends that resolution #2008-08-270-F11 approved August 25, 2008, to provide three-year requirements of parking services for the Troy Daze Festival for years 2008, 2009 and 2010 with the Troy Police Explorers Post 1950 be rescinded for 2010.

H-8 Cancellation of Troy Daze Festival

Resolution #2010-04-078

Moved by Kerwin

Seconded by Beltramini

WHEREAS, The Troy Daze Festival has been a community fair for the past 41 years, through participation of in-kind services and financial subsidy of the City of Troy;

WHEREAS, Although coordinated by volunteers, the festival requires considerable resources by the following City departments: Community Affairs, Department of Public Works, Parks and Recreation, Risk Management, Purchasing, Finance, Treasurer, Fire, and Police;

WHEREAS, Revenues generated from the Troy Daze Festivals have regularly experienced shortfalls and does not cover festival expenses which have been supplemented by the City of Troy;

WHEREAS, The 2010 proposed Festival is anticipated to run as in years past with a significant cash shortage to supplement festival expenses including City staffing and expenses;

WHEREAS, The City of Troy is experiencing a declining revenue stream resulting in a reduction of City staff and resources; and

WHEREAS, All remaining City staff resources are being dedicated to core services and public safety;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **RECOGNIZES** the declined economic condition resulting in unforeseen reduction of City staff and resources; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **RECOGNIZES** the Troy Daze Festival places an undue hardship both financial and staffing on an already strained City Government; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **DEEMS** it to be in the best interest of the Troy city residents to **CANCEL** the Troy Daze Festival indefinitely; and

BE IT FINALLY RESOLVED, That Troy City Council will **REVISIT** the possibility of reinstating the Troy Daze Festival in the future.

Yes: McGinnis, Slater, Schilling, Beltramini, Fleming, Kerwin

No: Howrylak

MOTION CARRIED

The meeting **RECESSED** at 9:11 PM.

The meeting **RECONVENED** at 9:22 PM.

BE IT FURTHER RESOLVED, That Troy City Council hereby **DIRECTS** the City Clerk to record the permanent easement with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

F-9 Acceptance of a Sidewalk Easement – Section 29 & 30, Coolidge and Golfview Safety Project 07.103.5, Sidwell #88-20-29-151-001 – Somerset Park Apartments, LLC

Resolution #2008-08-270-F-9

RESOLVED, That Troy City Council hereby **ACCEPTS** the permanent easement for sidewalk from property owner Somerset Park Apartments, LLC, having Sidwell # 88-20-29-151-001; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **DIRECTS** the City Clerk to record the permanent easement with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

F-10 Acceptance of Sidewalk Easement – Section 29 & 30, Coolidge and Golfview Safety Project 07.103.5, Sidwell #88-20-30-228-002 – Somerset Collection Limited Partnership

Resolution #2008-08-270-F-10

RESOLVED, That Troy City Council hereby **ACCEPTS** the permanent easement for sidewalk from property owner Somerset Collection Limited Partnership, having Sidwell # 88-20-30-228-002; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **DIRECTS** the City Clerk to record the permanent easement with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

F-11 Troy Daze Festival Parking Services

Resolution #2008-08-270-F-11

RESOLVED, That Troy City Council hereby **APPROVES** a three-year contract to furnish parking services as outlined in the Troy Daze Festival Parking Agreement with the Troy Police Explorers Post 1950 at an annual cost of \$4,500.00 for 2008, 2009, and 2010, plus a \$500.00 bonus if revenues of the annual event exceed expenses by \$500.00 or more; and

BE IT FURTHER RESOLVED That the contract is **CONTINGENT** upon the Explorer's submission of acceptable insurance certificate(s) and all other specified requirements, and Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

F-1b Address of "F" Items Removed for Discussion by City Council and/or the Public



CITY COUNCIL ACTION REPORT

Date April 8, 2010

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance and Administration
Carol Anderson, Parks and Recreation Director

SUBJECT: Authorization to Request Reimbursement – Oakland County West Nile Virus Fund

Background:

- Oakland County has designated \$300,000.00 for local mosquito control programs.
- The portion of these funds available for application by each Oakland County City has been established by a formula based on total population (75%) and total square miles (25%).
- Based on the County formula the City of Troy is eligible for reimbursement of County approved expenses up to \$18,034.74
- To qualify for reimbursement of eligible expenses, City Council must pass a resolution authorizing the reimbursement request.

Policy Considerations:

- Lower mosquito populations reduce the danger of insect borne diseases being transferred to the general public, thereby enhancing the health and safety of the community.
- Reducing the population of mosquitoes adds to the quality of life for Troy residents using our parks and other outdoor facilities.

Options:

- The Parks and Recreation Department recommends the City Council approve the request to seek reimbursement from Oakland County's West Nile Virus Fund.



TO: The Mayor and Members of City Council
FROM: Lori Grigg Bluhm, City Attorney
Allan T. Motzny, Assistant City Attorney
DATE: April 12, 2010
SUBJECT: Troy v Troywood Shops

The Rochester Road Improvement Project, from Torpey north to Barclay, required the City to acquire a 32 foot strip of property from Troywood Shops, L.L.C., which is a shopping center north of Big Beaver Road on the east side of Rochester Road (3718 -3736 Rochester Road). The City also needed to obtain a public utility easement and a temporary re-grading/construction easement. Since we were not able to voluntarily purchase the property, the City filed this condemnation lawsuit. The only remaining issue is the total amount of compensation. At a mandatory case evaluation held on March 3, 2010, three independent attorneys reviewed the case and entered an award based on their determination of value. The City can settle the case for the amount of this award, plus all statutorily required costs and fees, if City Council approves the attached proposed Consent Judgment. Under the Rochester Road Improvement Project contract, the City is responsible for 20%, and federal funds cover 80% of the amount.

We recommend approval of the attached Consent Judgment. Please let us know if you have any additional questions.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR OAKLAND COUNTY

CITY OF TROY,

Plaintiff,

vs.

Hon. D. Langford Morris

Case No. 09-097976-CC

TROYWOOD SHOPS, L.L.C.,

Defendant.

_____ /

CITY OF TROY ATTORNEY'S OFFICE
By: Lori Grigg Bluhm (P46908)
Allan T. Motzny (P37580)
500 W. Big Beaver Rd.
Troy, MI 48084
(248) 524-3320
Attorneys for Plaintiff

STEINHARDT PESICK & COHEN
Professional Corporation
By: Jerome P. Pesick (P29039)
Jason C. Long (P59244)
380 N. Old Woodward Ave., Ste. 120
Birmingham, MI 48009
(248) 646-0888
Attorneys for Defendant

_____ /

CONSENT JUDGMENT

At a session of the Oakland County Circuit Court held
in the City of Pontiac, Oakland County, Michigan

on _____

PRESENT: Hon. _____
Circuit Court Judge

This matter is before the Court on the parties' Stipulation. The Court is advised that a case evaluation hearing was held in this matter on March 3, 2010. Plaintiff, City of Troy (the "City") and Defendant Troywood Shops, L.L.C. ("Troywood") have both accepted the case evaluation award, and the parties have requested that the Court enter this Consent Judgment to resolve all outstanding

issues in this case. Having been so advised, and being otherwise fully in the premises, this Court therefore **ORDERS** and **ADJUDGES** as follows:

1. The City shall pay to Troywood final just compensation in the amount of \$199,000.00 less compensation previously paid in the amount of \$140,102.00, resulting in additional increased just compensation totaling \$58,898.00 (the "Increased Compensation").

2. Pursuant to MCL 213.65, the City shall pay interest on the Increased Compensation to Troywood from March 11, 2009 through the date of payment (the "Interest").

3. Pursuant to MCL 213.66, the City shall reimburse Troywood for expert real estate appraisal fees in the amount of \$5,500.00 (the "Appraisal Reimbursement").

4. The City shall pay the Increased Compensation, the Interest, and the Appraisal Reimbursement in the form of a check payable to Troywood.

5. Pursuant to MCL 213.66, the City shall reimburse Troywood for attorney fees incurred in an amount equaling the sum of (a) \$23,227.00, plus (b) an amount equaling one-third of the Interest (the "Attorney Fee Reimbursement").

6. The City shall pay the Attorney Fee Reimbursement to Troywood in the form of a check payable to Steinhardt Pesick & Cohen, Professional Corporation.

7. All payments set forth in the Judgment shall be delivered by the City to Steinhardt Pesick & Cohen, Professional Corporation, within 21 days of the date of this Judgment.

This Judgment resolves the last pending claim and closes this case.

Circuit Court Judge

STIPULATION FOR ENTRY OF CONSENT JUDGMENT

On behalf of the parties, we hereby stipulate and agree to entry of the foregoing Consent Judgment.

CITY OF TROY

STEINHARDT PESICK & COHEN,
Professional Corporation

By: _____
Lori Grigg Bluhm (P46908)
Allan T. Motzny (P37580)
Attorneys for Plaintiff

By: _____
Jerome P. Pesick (P29039)
Attorneys for Defendant



TO: The Mayor and Members of City Council
FROM: Lori Grigg Bluhm, City Attorney
Allan T. Motzny, Assistant City Attorney
DATE: April 12, 2010
SUBJECT: Troy v Midwest Master Investment

The Rochester Road Improvement Project, from Torpey north to Barclay, required the City to acquire a 32 foot strip of property from Midwest Master Investment, L.L.C., which owns a commercial building located north of Big Beaver Road on the west side of Rochester Road (3525 Rochester Road). The City also needed to obtain a public utility easement. A condemnation lawsuit was filed, since the City was not able to agree with the property owners for a voluntary sale. The only remaining issue is the total amount of compensation.

The case was recently sent to mandatory case evaluation, and the attached proposed consent judgment reflects the amount of the case evaluation award, plus statutory costs and attorney fees. Approval of this consent judgment would finalize the case. 80% of the amount would be paid with federal funds, and the City is responsible for paying 20% under the Rochester Road Improvement Project contract.

We recommend approval of the attached Consent Judgment. Please let us know if you have any additional questions.

STATE OF MICHIGAN

OAKLAND COUNTY CIRCUIT COURT

CITY OF TROY, a Michigan
municipal corporation,

Plaintiff,

v

Case No. 09-097981-CC
Hon. Martha D. Anderson

Midwest Master Investment, LLC, a
Michigan Limited Liability Company;
Citizens State Bank; Oakland County
Department of Public Works; Oakland
County; and Michigan Bell Telephone Company,
n/k/a A T & T,

Defendants.

City of Troy – City Attorney’s Office
Lori Grigg Bluhm (P46908)
Allan T. Motzny (P37580)
Attorneys for Plaintiff
500 W. Big Beaver Road
Troy, MI 48084
(248) 524-3320
motznyat@troymi.gov

Lawrence M. Scott (P30228)
Attorney for Defendant FDIC
As Receiver for Citizens State Bank
12900 Hall Road, Suite 350
Sterling Heights, MI 48313
(586) 726-1000
lscott@orlaw.com

Alan T. Ackerman (P10025)
Ackerman Ackerman & Dynkowski
Attorney for Midwest Master Inv.
100 W. Long Lake Rd., Ste. 210
Bloomfield Hills, MI 48304
(248) 537-1155
aackerman@sbcglobal.net

Albert Calille (P26819)
Attorney for AT & T
444 Michigan Ave
Suite 1750
Detroit, MI 48226
(313) 223-0964
ac2812@att.com

CONSENT JUDGMENT

At a session of said Court held in the
Courthouse in the City of Pontiac,
Oakland County, Michigan
on _____

PRESENT: _____

HON. MARTHA D. ANDERSON
Oakland County Circuit Court Judge

This matter is before the Court upon Stipulation of the City of Troy ("Plaintiff") and Defendants, subsequent to the case evaluation process, where all participating parties accepted the case evaluation award.

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Title to the property described in the Declaration of Taking entered by this Court on February 5, 2009 has vested in Plaintiff by virtue of filing the Complaint and Declaration of Taking, depositing the estimated just compensation and recording a copy of a Declaration of Taking with the Register of Deeds of Oakland County.

2. Total and Final Just Compensation for the taking in this matter is determined to be \$97,000. Plaintiff is entitled to a credit in the amount of \$54,422.20 (\$52,100 for the initial estimated just compensation and \$2,322.20 for sign relocation costs) which was previously paid in this matter, leaving a payment due in the amount of \$42,578.80 for additional just compensation. In addition to Just Compensation, Plaintiff shall pay to Defendant statutory interest on the additional just compensation due pursuant to the Uniform Condemnation Procedures Act, MCL 213.51 et seq.

3. As set forth in paragraph 2, Plaintiff shall make a payment in the amount of \$42,578.80 plus statutory interest in a check payable to Defendants Midwest Master Investment, LLC, and FDIC as Receiver for Citizens State Bank.

4. Plaintiff shall also pay to Defendant the amount of \$14,959.60 for statutory reimbursement of attorney fees, pursuant to MCL 213.66. This amount shall be paid in a check payable to Ackerman Ackerman & Dynkowski, P.C.

5. Plaintiff shall also reimburse Defendant Midwest Master Investment, LLC, in the amount of \$7,883.24 for expert real estate appraisal fees, pursuant to MCL 213.66. This amount shall be paid in a check payable to Alan T. Ackerman – Costs.

6. The payments required pursuant to this Consent Judgment are made and accepted in compromise and settlement of any and all claims of Defendants against Plaintiff for just compensation for any of the property described in the Declaration of Taking or otherwise arising out of the taking for public purposes of the property described in the Declaration of Taking.

7. Subject to the enforcement of the terms herein, this Consent Judgment constitutes a final disposition of this case.

HON. MARTHA D. ANDERSON
Oakland County Circuit Court Judge

**STIPULATED TO AND APPROVED
AS TO FORM AND CONTENT:**

Allan T. Motzny (P37580)
Lori Grigg Bluhm (P46908)
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Attorney for Plaintiff
500 W. Big Beaver Road
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(248) 524-3320
motznyat@troymi.gov

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State Bank
12900 Hall Road, Suite 350
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lscott@orlaw.com

Alan T. Ackerman (P10025)
Darius W. Dynkowski (P52382)
Attorney for Midwest Master Inv.
100 W. Long Lake Rd., Ste. 210
Bloomfield Hills, MI 48304
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aackerman@sbcglobal.net

Albert Calille (P26819)
Attorney for AT & T
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Suite 1750
Detroit, MI 48226
(313) 223-0964
ac2812@att.com



TO: Members of Troy City Council
FROM: Lori Grigg Bluhm , City Attorney
Susan M. Lancaster, Assistant City Attorney
DATE: April 12, 2010
SUBJECT: City of Troy v. Diajeff, LLC, et. al.

The City needed an additional 32 feet of right of way (6,330 square feet) and a 4 foot wide public utility easement (933 square feet) from the property at 3754 Rochester Road (Fifth Third Bank) for the Rochester Road Reconstruction project. A condemnation lawsuit was initiated, since we were unable to agree with the property owners for a voluntary sale. The only remaining issue is the amount of just compensation to be paid for the property. The case was recently submitted to case evaluation. Subsequently, we were able to negotiate a proposed consent judgment, which would finalize this case for the amount of the case evaluation, plus statutory costs and fees.

We recommend approval of the proposed consent judgment. 80% of the amount will be paid with federal funds, and the City is responsible for paying 20%, under the Rochester Road Improvement Project contract. Please let us know if you have any questions about this matter.

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR OAKLAND COUNTY

CITY OF TROY,
Plaintiff,
vs.

Case No. 09-097973-CC
Hon. Daniel P. O'Brien

DIAJEFF, L.L.C., *et al.*,
Defendant.

CITY OF TROY ATTORNEY'S OFFICE
By: Lori Grigg Bluhm (P46908)
Susan M. Lancaster (P33168)
500 West Big Beaver Road
Troy, Michigan 48084
(248) 524-3320
Attorneys for Plaintiff

STEINHARDT PESICK & COHEN
Professional Corporation
By: H. Adam Cohen (P47202)
Jason C. Long (P59244)
380 N. Old Woodward, Ste. 120
Birmingham, Michigan 48009
(248) 646-0888
Attorneys for Defendant Diajeff, L.L.C.

CONSENT JUDGMENT

At a session of the Oakland County Circuit
Court held in the City of Pontiac, Michigan,

on: _____
Present: the Hon. Daniel P. O'Brien

A case evaluation hearing was held in this action on March 3, 2010. Plaintiff City of Troy (the "City") and Defendant Diajeff, L.L.C. ("Diajeff") have both accepted the case evaluation award, and the parties have requested that the Court enter this Consent Judgment to resolve all outstanding issues in this case. Being fully advised, this Court **ORDERS** and **ADJUDGES** as follows:

1. The City shall pay to Diajeff final principal just compensation in the amount of \$150,000, less estimated just compensation previously paid in the amount of \$91,800, resulting in increased just compensation totaling \$58,200 (the

“Increased Compensation”), plus statutory interest thereon pursuant to MCL 213.65 in the amount of \$2,678.79 (the “Interest”).

2. Pursuant to MCL 213.66, the City shall reimburse Diajeff for expert real estate appraisal fees in the amount of \$7,500 (the “Expert Reimbursement”).

3. The City shall pay the Increased Compensation, the Interest, and the Expert Reimbursement to Diajeff in the form of a check payable to “Diajeff, L.L.C. ”

4. Pursuant to MCL 213.66, the City shall reimburse Diajeff for attorney fees incurred in the amount of \$20,292.93 (the “Attorney Fee Reimbursement”). The City shall pay the Attorney Fee Reimbursement to Diajeff in the form of a check payable to “Steinhardt Pesick & Cohen, Professional Corporation.”

5. All payments set forth in this Judgment shall be delivered by the City to Steinhardt Pesick & Cohen, Professional Corporation, within 14 days of the date of this Judgment.

6. This Judgment resolves the last pending claim and closes this case.

Hon. Daniel P. O’Brien

Stipulation for Entry of Consent Judgment

On behalf of the parties, we hereby stipulate and agree to entry of the foregoing Consent Judgment.

TROY CITY ATTORNEY

STEINHARDT PESICK & COHEN
Professional Corporation

By: _____
Lori Grigg Bluhm (P46908)
Susan M. Lancaster (P33168)
Attorneys for Plaintiff

By: _____
H. Adam Cohen (P29039)
Jason C. Long (P59244)
Attorney for Diajeff, L.L.C.

Dated: _____

Dated: _____



TO: Members of Troy City Council
FROM: Lori Grigg Bluhm , City Attorney
Susan M. Lancaster, Assistant City Attorney
DATE: April 12, 2010
SUBJECT: City of Troy v. Old Troy, LLC, Susan Torpey, et. al.

The City needed a triangular-shaped parcel from the property at the corner of Rochester Road and Torpey Drive, which is the shopping center at 3278-3296 Rochester Road (Costello Hardware/Colony Cleaners). This property was needed for the Rochester Road Reconstruction project. We filed a condemnation lawsuit, since we were unable to agree with the property owners for a voluntary sale. The only remaining issue is the amount of just compensation to be paid for the property. The case was recently submitted to case evaluation. Subsequently, we were able to negotiate a proposed consent judgment, which would finalize this case for the amount of the case evaluation, plus statutory costs and fees.

We recommend approval of the proposed consent judgment. 80% of the amount will be paid with federal funds, and the City is responsible for paying 20%, under the Rochester Road Improvement Project contract. Please let us know if you have any questions about this matter.

STATE OF MICHIGAN
OAKLAND COUNTY CIRCUIT COURT

CITY OF TROY, a Michigan
Municipal Corporation,

Plaintiff,

v

Case No. 09-097980-CC
Hon. Rudy J. Nichols

Old Troy L.L.C., a Michigan Limited Liability
Company; Susan Torpey; First Place Bank,
f/k/a Franklin Bank; Detroit Edison Company;
SBC Communications; Consumers Power
Company, n/k/a Consumers Energy
Company,

Defendants.

_____/

City of Troy – City Attorney's Office
Lori Grigg Bluhm (P46908)
Susan M. Lancaster (P33168)
Attorneys for Plaintiff
500 W. Big Beaver Road
Troy, MI 48084
(248) 524-3320

Lewis & Mundy, P.C.
Reginald G. Dozier (P38054)
2490 First National Building
660 Woodward Avenue
Detroit, MI 48226
(313) 961-2550

Alan T. Ackerman (P10025)
Ackerman Ackerman & Dynkowski
Attorney for Defendant,
Defendants Old Troy, LLC and
Susan Torpey
100 W. Long Lake Rd., Ste. 210
Bloomfield Hills, MI 48304
(248) 537-1155

Melissa M. Perkins (P64609)
Shaheen, Jacobs & Ross, P.C.
Attorney for Defendant First Place Bank
f/k/a Franklin Bank
615 Griswold, 1425 Ford Building
Detroit, MI 48226
(313) 963-1301

_____/

CONSENT JUDGMENT

At a session of said Court held in the
Courthouse in the City of Pontiac,
Oakland County, Michigan
on _____

PRESENT: _____

HON. Rudy J. Nichols
Oakland County Circuit Court Judge

This matter is before the Court upon Stipulation of the City of Troy (“Plaintiff”) and Old Troy, LLC and Susan Torpey (“Defendants”), subsequent to the case evaluation process, where both parties accepted the case evaluation award.

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Title to the property described in the Declaration of Taking entered with the Register of Deeds of Oakland County on May 20, 2009 has vested in the City of Troy by virtue of filing the Complaint and Declaration of Taking, and the paying of estimated just compensation

2. The City of Troy shall pay to First Place Bank, f/k/a Franklin Bank, N.A. pursuant to the order of this court entitled “Stipulated Order of Payment of Just Compensation Proceeds and Dismissal of Defendant First Place Bank” dated January 28, 2010 an additional just compensation amount of \$22,000.00 which represent total just compensation in the amount of \$25,000.00, less estimated just compensation previously paid to Old Troy, LLC in the amount of \$ 3,000.00 plus statutory interest thereon pursuant to MCL 213.65 in the amount of \$ 1,012.60 which will also be paid to First Place Bank f/k/a Franklin Bank, N.A. Payments under this order shall be made in the form of a check payable to: First Place Bank, f/k/a Franklin Bank, N.A.

3. Pursuant to MCL 213.66, the City of Troy shall reimburse Old Troy, LLC for expert real estate appraisal fees in the amount of \$ 5,875.00 in the form of a check payable to: Alan T. Ackerman for costs.

4. Pursuant to MCL 213.66, the City of Troy shall reimburse Old Troy, LLC and Susan Torpey for attorney fees incurred in the amount of \$ 7,670.87. The City of Troy shall

pay attorney fees reimbursement in the form of a check made payable to:

“Ackerman Ackerman & Dynkowski, P.C.”

5. The payments required pursuant to this Consent Judgment are made and accepted in compromise and settlement of any and all claims of Defendants against Plaintiff for just compensation for any of the property described in the Declaration of Taking or otherwise arising out of the taking for public purposes of the property described in the Declaration of Taking.

6. This Consent Judgment resolves the last pending claim and closes this case.

HON. RUDY J. NICHOLS
Circuit Court Judge

**STIPULATED TO AND APPROVED
AS TO FORM AND CONTENT:**

Susan M. Lancaster (P33168)
City of Troy-City Attorney’s Office
Attorney for Plaintiff

Alan T. Ackerman (10025)
Attorney for Defendants Old Troy, LLC and
Susan Torpey

Reginald G. Dozier (P38054)
Attorney for Defendant DTE

Melissa M. Perkins (P64609)
Attorney for First Place Bank
f/k/a Franklin Bank

A Regular Meeting of the Troy Personnel Board was held Wednesday, July 2, 2008, at City Hall, 500 W. Big Beaver Road. Chair Nelson called the meeting to order at 7:35 AM.

ROLL CALL:

PRESENT: Member Laurie G. Huber
Chair Albert T. Nelson, Jr.
Member Susan Werpetinski

ABSENT: Member Deborah L. Baughman
Member Jayshree Shah

ALSO PRESENT: Phillip L. Nelson, City Manager
Brian P. Murphy, Assistant City Manager, Economic Dev. Services
Peggy E. Sears, Human Resources Director
Barbara A. Pallotta, Deputy City Clerk

Approval of Minutes of May 22, 2008

Resolution PB-#2008-07-012
Moved by Huber
Seconded by Werpetinski

RESOLVED, That the Personnel Board hereby **APPROVES** the minutes of Thursday, May 22, 2008 as presented.

Yes: Huber, Nelson, Werpetinski
No: None
Absent: Baughman, Shah

Old Business: None**New Business:**

Chair Nelson read the duties of the Personnel Board as they are outlined in Chapter 11 of the City Charter. Chair Nelson asked the Human Resource Director to define “classified” and “exempt” employees.

Ms. Sears explained that “classified” employees are non-exempt, non-represented employees such as first line supervisors, technical and professional employees. She continued by stating that an “Exempt” employee is exempt from overtime under the Fair Labor Standards Act.

Recommendations for Pay Plan for Classified Employees (FY 2008-2009)

Ms. Sears advised that City Council revisited how much to budget for Classified Employees and the proposed Pay Plan allows for a maximum 2.5% increase and that historically, a merit

pay component has always been incorporated. The 2.5% increase being applied to the pay ranges will allow employees to maintain their relative position within the range of their grade.

Chair Nelson asked how the City of Troy compares to other jurisdictions. Ms. Sears replied that the City of Troy is unique in that merit pay for performance is incorporated.

Member Huber questioned whether the merit process is of value.

Ms. Sears replied that in prior years the process had more value because the increases were more substantial. However, she believes there is still a value, employees look for their merit raise, and that if the process were discontinued, it could be difficult to reinstate.

Chair Nelson asked if the ratings were accurate. Ms. Sears and Mr. Murphy discussed that, while over the years, supervisors tend to become more generous in their evaluations, our employees are highly skilled and are exceptional performers overall. Ms. Sears added that they are currently reviewing a new evaluation process.

City Manager Nelson added that merit will become more meaningful as the new budgeting structure, *Budgeting for Outcomes (BFO)*, is implemented. He explained that each employee will play a role in how the City's objectives are set by participating in the process.

Chair Nelson questioned whether the proposed Pay Plan is consistent with the City's budget.

Ms. Sears replied that the proposed increase for Classified employees is less than increases for Union employees and is also less than what is authorized (in that the entire 2.5% could have been granted across the board) but administration supports the merit component.

Mrs. Werpetinski complimented Ms. Sears in regard to the role she played in reinstating the increases. Ms. Sears also credited a City Council Member for raising questions and the City Manager for his support.

Chair Nelson requested that the members of the Personnel Board receive any document that will assist them in their decision making process.

Vote on Recommendations for Pay Plan for Classified Employees (FY 2008-2009)

PB-2008-07-013

Moved by Huber

Seconded by Werpetinski

RESOLVED, That the Personnel Board hereby **APPROVES** the proposed recommendations for the *Pay Plan for Classified Employees (FY 2008-2009)* as submitted.

Yes: Huber, Nelson, Werpetinski
No: None
Absent: Baughman, Shah

Adjournment:

The meeting **ADJOURNED** at 8:00 AM.

Albert T. Nelson, Jr., Chairman

Barbara A. Pallotta, Deputy City Clerk

The Chairman, Ted Dziurman, called the meeting of the Building Code Board of Appeals to order at 8:33 A.M., on Wednesday, February 3, 2010, in the Lower Level Conference Room of the Troy City Hall.

PRESENT: Ted Dziurman
John Szerlag, City Manager
Michael Pylar – Oakland County Health Department

ALSO PRESENT: Mark Stimac, Director of Building & Zoning
Paul Evans, Inspector Supervisor
Pam Pasternak, Recording Secretary

ITEM #1 – APPROVAL OF MINUTES – MEETING OF JANUARY 6, 2010

Motion by Szerlag
Supported by Pylar

MOVED, to approve the minutes of the meeting of January 6, 2010 as written.

Yeas: All – 3

MOTION TO APPROVE MINUTES CARRIED

ITEM #2 – VARIANCE REQUEST. PHILLIPS SIGN & LIGHTING, 1850 W. MAPLE, for relief of Chapter 85 to remove two existing 17.5 square foot wall signs and to erect a new wall sign measuring 18.5 square feet.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 85 to remove two existing 17.5 square foot “Pontiac” wall signs and replace them with a new “Buick” wall sign of 18.5 square feet. Chapter 85.01.05 (c) (5) allows three (3) wall signs for each auto dealership in the M-1 (Light Industrial) Zoning District, one of which not to exceed 100 square feet; the other two (2) not exceeding 20 square feet each. A variance was granted in September 2009 to allow the current eight (8) wall signs with a combined area of 255.4 square feet. That variance included a stipulation that no other signs were to be erected to replace the Pontiac logo signs once they were removed.

John Fowler and Jim Bechtel of Somerset GMC Buick and Ed Phillips of Phillips Sign & Lighting were present. Mr. Phillips said that basically their hardship is identification. They are a new Buick dealer and have been unable to advertise because of the sign limitations. This proposed sign will bring the number of signs down from eight to seven and will also reduce the square footage by 16.5 square feet.

Mr. Dziurman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There is one written approval on file. There are no written objections on file.

ITEM #2 – con't.

Motion by Szerlag
Supported by Pylar

MOVED, to grant Phillips Sign & Lighting, 1850 W. Maple relief of Chapter 85 to remove two existing 17.5 square foot wall signs and to erect a new wall sign measuring 18.5 square feet resulting in a total of seven signs with an area of 239 square feet.

- Variance is not contrary to public interest.
- Variance will not have an adverse effect to surrounding property.

Yeas: All – 3

MOTION TO GRANT VARIANCE CARRIED

ITEM #3 – VARIANCE REQUEST. JAY JOHNSON, JOHNSON SIGN COMPANY, 305 W. BIG BEAVER, for relief of Chapter 85 to erect three (3) wall signs each measuring 212 square feet.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 85 to erect three (3) wall signs. This property is zoned O-S-C Office Service Commercial. Chapter 85.02.05 (C) (3) of the Sign Ordinance allows one wall sign up to 10% of the front face of the building that will not exceed 200 square feet in area. The petitioner is proposing three (3) wall signs each measuring 212 square feet for a total 636 square feet of signage.

Mark Crawford, Peter Treboldi, Peter Prychodko and Bruce Knapp of Doeren Mayhew were present. Jay Johnson of Johnson Sign Company was also present. Mr. Johnson stated that the hardship is the fact that this building is located 550' from I-75 and from Big Beaver and 1100' from the Big Beaver exit ramp. The wall letters will not overwhelm the building and Mr. Johnson does not believe it will cause "sign clutter". Mr. Johnson went on to say that numerous studies indicate that identification of a location is fundamental to the success of that business. Mr. Johnson also stated that it has been proven that buildings with good visibility succeed by a rate well over 60%. This variance would not be contrary to public interest and will not have an adverse effect to surrounding property.

Mr. Johnson distributed a letter that he had received from Mr. James Crew, the Vice-President of Columbia Center III, LLC indicating that they approved of this request and stated that improved signage would allow for a much stronger presence for this client.

Mr. Peter Treboldi of Doeren Mayhew stated that he has been a resident of Troy for forty years and is very active in this community. This firm has been located in the Top of Troy building since 1977 and plan to stay in Troy. Mr. Treboldi said that one of the reasons they want to move their office to this building is for the opportunity for increased signage. If this request is not approved, Doeren Mayhew will probably not move into this location and will look for a location that would allow more signage. They plan to occupy about 50,000 square feet of this building and are committed to taking good care of this building.

ITEM #3 – con't.

Mr. Dziurman asked why the petitioner wanted signs on the east, south and north elevations.

Mr. Bruce Knapp stated that the west elevation is somewhat visibly impaired by the Drury Inn and there are a number of trees that reduce visibility on the south elevation. Mr. Knapp went on to say that they are trying to get as much visibility as possible to drivers on I-75.

Mr. Dziurman asked if there were other tenants in the building that would request additional signage. Mr. Knapp stated that there were two other tenants that have signage on the ground sign.

Mr. Treboldi stated that the other tenants would not be putting up any other wall signs.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are no written approvals or objections on file.

Motion by Pylar
Supported by Szerlag

MOVED, to grant Jay Johnson, Johnson Sign Company, 305 W. Big Beaver, relief of Chapter 85 to erect three (3) wall signs each measuring 212 square feet.

- Size of signs is not overwhelming.
- Signs will increase visibility and identification to motorists.
- Variance is not contrary to public interest.
- Variance will not have an adverse effect to surrounding property.

Yeas: All – 3

MOTION TO GRANT VARIANCE CARRIED

ITEM #4 – VARIANCE REQUEST. GARDNER SIGNS, 686-880 E. BIG BEAVER, for relief of Chapter 85 to relocate an existing 25' tall, 198.25 square foot ground sign on the property.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 85 to relocate an existing 25' tall, 198.25 square foot ground sign. The property in question is in the B-2 (Community Business) Zoning District. Table 85.02.05 of the Sign Ordinance requires signs over 20' in height and over 100 square feet in area to be setback at least 30' from the front property line. The petitioner is proposing to relocate the existing sign so that it is at the front property line along Big Beaver Road (zero foot setback).

ITEM #4 – con't.

Mr. Laith Hermiz of RVL Ramco, the owners of the property was present. Mr. Hermiz distributed aerials of the property indicating the location of the out lot building, the location of the present sign and the proposed location of the new sign. The out lot was purchased in 2008 and at that time they wanted to put up a 5,000 square foot retail building. They went before the Planning Commission and based on the Big Beaver Corridor Study, moved the building back about 35' from the property line. This new building partially blocks the view of the existing sign.

Mr. Hermiz also brought in drawings depicting the line of vision when traveling east in the right lane of Big Beaver and also when traveling east in the left lane of Big Beaver. Mr. Hermiz said that they complied with the Big Beaver corridor study and the sign existed before they developed the out lot. Mr. Hermiz also expressed concern about the safety issue regarding this sign due to the obstructed visibility. Often people entering the site have to make a very sharp right turn. Moving the sign closer to Big Beaver will increase visibility and will help traffic safety with increased visibility.

Mr. Dziurman stated that he did not have a problem locating this site when driving on Big Beaver because he can see the wall signs. Mr. Hermiz stated that there is a small corridor where you can see the businesses on the site, but he does not believe it is until you get past the out lot and then people have to make a very quick turn.

Mr. Dziurman stated he would like to see that if this sign is allowed to be placed on the property line, and if in the future the City purchases some of that property for any reason, the sign would have to be relocated at the owner's expense. Mr. Hermiz said that he would agree to that.

The Chairman opened the Public Hearing.

Mike Constantine, attorney representing Pet Smart, which is a tenant on this site, stated that he does not have any objection to this request as long as it did not affect the size of the sign.

No one else wished to be heard and the Public Hearing was closed.

There are no written approvals or objections on file.

Mr. Pylar asked what the distance was between the proposed location of the sign and the existing stop sign. Mr. Brian Blizzard of RVL Ramco stated that it was about 3'. Mr. Pylar asked if they had thought of moving the sign farther east.

Mr. Hermiz stated that he had absolutely no objection to moving this sign, but was concerned that revisions to the detention pond may need site plan approval. Mr. Hermiz also stated that the proposed location of the sign would be to the right of the stop sign and would not impair visibility.

Mr. Pylar stated that he was concerned that the stop sign would be too close to the proposed sign.

ITEM #4 – con't.

Mr. Szerlag asked if other signs of this size had received variances to be located at a 0' setback.

Mr. Stimac stated that signs are allowed to be placed at a 0' setback, but they are not this large.

A discussion began regarding the location of the building on the out lot. Mr. Stimac stated that neither the Zoning Ordinance or the Sign Ordinance have been changed to address the Big Beaver Corridor Study.

Mr. Dziurman asked if the petitioner would come back and ask for an increase in the square footage of the sign.

Mr. Hermiz stated that at this time they have no intention of increasing the square footage on the sign. Mr. Hermiz also stated that because the foundation of this sign was brick, they would have to take the existing base down and re-construct it in the new location.

Mr. Szerlag asked if there were any utilities located in the proposed location. Mr. Evans stated that the Sign Ordinance prohibits putting a sign in a utility easement.

Motion by Szerlag
Supported by Pylar

MOVED, to grant Gardner Signs, 686-880 E. Big Beaver, relief of Chapter 85 to relocate an existing 25' tall, 198.25 square foot ground sign.

- Sign will be located at the front property line along Big Beaver (zero foot setback).
- If the City were to purchase any of this property, the cost of re-location of this sign will be borne by the property owner.
- Sign should be moved as far east as possible without disturbing the retention pond.

Mr. Stimac said that it would be difficult to enforce this variance without using a specific number of feet from the stop sign.

Mr. Pylar said that he was also concerned about the sidewalk in this area and was worried that the sign would be too close to the sidewalk.

Mr. Stimac stated that the sidewalk is probably located about one foot from the property line and therefore would be one foot from the sign.

Motion by Szerlag
Supported by Pylar

MOVED, to amend original motion to grant Gardner Signs, 686-880 E. Big Beaver, relief of Chapter 85 to relocate an existing 25' tall, 198.25 square foot ground sign at the front property line along Big Beaver.

ITEM #4 – con't.

- Sign will be located at the front property line along Big Beaver (zero foot setback).
- If the City were to purchase any of this property, the cost of re-location of this sign will be borne by the property owner.
- Sign should be moved as far east as possible without disturbing the retention pond.
- Location of sign with relation to the stop sign is to be approved by the City Traffic Engineer.

Yeas: All – 3

MOTION TO AMEND CARRIED

Vote on motion to approve as amended.

Yeas: All – 3

MOTION TO GRANT VARIANCE WITH STIPULATIONS CARRIED

Mr. Stimac informed the Board members that at the City Council meeting of February 1, 2010 Mr. Michael Carolan was nominated to serve as a member of this Board. The vote to approve this nomination will take place at the City Council meeting of February 15th.

Mr. Stimac further stated that Mr. Carolan is a licensed builder and also works as a Real Estate agent and has been a Troy resident for 30 + years.

The Board discussed the restrictions of temporary signage for businesses along Rochester Road once the road widening project begins.

The Building Code Board of Appeals meeting adjourned at 9:16 A.M.

Ted Dziurman, Chairman

Pam Pasternak, Recording Secretary

A Regular Meeting of the Troy Personnel Board was held April 5, 2010, at City Hall, 500 W. Big Beaver Road. Chair Nelson called the meeting to order at 7:35 AM.

ROLL CALL:

PRESENT: Member Deborah L. Baughman
Member Ann M. Comiskey
Member Laurie G. Huber
Chair Albert T. Nelson, Jr.
Member Francis (Jack) Witt, III

ABSENT: None

ALSO PRESENT: A. John Szerlag, City Manager
John M. Lamerato, Assistant City Manager, Finance
Mark Miller, Acting Assistant City Manager, Economic Dev. Services
Peggy E. Sears, Human Resources Director
Tonni L. Bartholomew, City Clerk
Jeanette Menig, Human Resources Specialist
Greg Schultz, Roumell and Lange, PC (City Labor Attorney)

Approval of Minutes of July 2, 2008

Resolution PB-#2010-04-001

Moved by Huber

Seconded by Baughman

RESOLVED, That the Personnel Board hereby **APPROVES** the minutes of July 2, 2008 as presented.

Yes: All 5

No: None

MOTION CARRIED.

Old Business: None

New Business:

Proposed Revisions to Personnel Rules

Human Resources Director Sears gave an overview of the amendments to the Proposed Revisions to the Personnel Rules. She explained that the amendments are: to provide more flexibility during layoffs which will occur during the reorganization downsizing, and elimination of city services, eliminate the 7th day overtime provision, and clarify the conditions under which an employee can transfer to a different department.

Member Baughman questioned if the Library will be going to a 55 hour work week.

Assistant City Manager Lamerato noted the Budget document, prepared by City staff for City Council approval, takes into consideration the implementation of Option 1, and does show a library staffing reduction this upcoming budget year.

City Manager Szerlag specifically noted that Rules were modified due to the streamlining of City government. Current policy states all part-time employees must be laid off prior to the laying off of full-time employees. The proposed amendments will allow the city flexibility in continuing part-time positions as part of the operations while still eliminating full-time personnel in the areas being privatized, consolidated or eliminated.

Member Witt indicated that this will give the city flexibility to retain some of the full-time if they elect to fill the part-time positions.

Chairman Nelson questioned if the level of service of the library would be affected if their hours are being reduced to 55.

Ms. Sears indicated that there will definitely be an impact on the level of service.

Mr. Lamerato stated that as part of the Budget approval process, Council will formalize the recommendations presented by staff. He explained the process associated with Option 1 of the reorganization of the City of Troy.

Mr. Szerlag stated that there will be radical changes in how city government will operate. He noted that he is looking at every department for the possibility of consolidation, privatization. He indicated that an agreement to privatization of the entire Building Department is scheduled on tonight's City Council Agenda. The Agreement provides for the total elimination of the department.

Member Huber questioned if seniority is a consideration in the Rules.

Ms. Sears stated that seniority and qualifications are taken into consideration but only after it is determined which positions or functions are being eliminated.

Member Witt had three suggested modifications under VIII LAYOFFS AND RECALL:

- c. Insert the word “reasonably” after “When qualifications and documented performance are” in the second sentence. Additionally, at the end of the third sentence to add a semi-colon and “in which case, those with lesser skills, knowledge, and ability shall be first subject to layoff” after the semi-colon
- f. Move the first word “Eligible” after “employees” and insert “to retire”. The item will read as “Employees eligible to retire...”.

Member Baughman suggested an additional amendment to:

- e. Insert the word “pay” after “severance”.

Vote on Proposed Revisions to Personnel Rules

PB-2010-04-002

Moved by Witt

Seconded by Huber

RESOLVED, That the Personnel Board hereby **APPROVES** the proposed language revision recommendations in the Personnel Rules, as modified.

Yes: All 5

No: None

MOTION CARRIED.

Adjournment:

The meeting **ADJOURNED** at 7:54 AM.

Albert T. Nelson, Jr., Chairman

Tonni L. Bartholomew, City Clerk

CITY COUNCIL EXPENSE REPORT
Month of March, 2010

<u>Council Person</u>	<u>Expense Date</u>	<u>Purpose</u>	<u>Amount</u>	<u>Totals</u>
Beltramini, Robin	3/26/2010	Quarterly Fax & DSL Line April, May & June, 2010	\$ 123.72	
				\$ 123.72
Maureen McGinnis	3/26/2010	Quarterly DSL Line April, May & June, 2010	\$ 137.85	
				\$ 137.85
Wade Fleming	3/26/2010	Quarterly Fax & DSL Line April, May & June, 2010	\$ 215.70	
				\$ 215.70
Howrylak, Martin F.			\$ -	
				0.00
Kerwin, Mary	3/26/2010	Quarterly Fax & DSL Line April, May & June, 2010	\$ 212.85	
				\$ 212.85
Schilling, Louise E.	3/26/2010	Quarterly Fax & DSL Line April, May & June, 2010	\$ 117.90	
				\$ 117.90
Dane Slater			\$ -	
				\$ -
Total for Month				<u>\$ 808.02</u>

NOTE: This report is presented in compliance with Rules of Procedure for the City Council,
Item 18. Miscellaneous Expenses

Date Prepared: 3/31/2010
Final Preparation By: J. Nash

DATE: April 1, 2010
 TO: John Szerlag, City Manager
 FROM: Mark Miller, Acting Assistant City Manager Economic Development Services
 Mark Stimac, Director of Building & Zoning
 SUBJECT: Permits issued March 2010

	NO.	VALUATION	PERMIT FEE
<u>INDUSTRIAL</u>			
Add/Alter	4	\$171,000.00	\$2,080.00
Repair	1	\$18,682.00	\$305.00
Sub Total	5	\$189,682.00	\$2,385.00
<u>COMMERCIAL</u>			
Fnd./Shell New	1	\$95,000.00	\$1,065.00
Completion (New)	1	\$1,650,000.00	\$14,665.00
Add/Alter	18	\$1,069,888.00	\$12,510.00
Repair	1	\$2,000.00	\$55.00
Kiosk	1	\$10,500.00	\$225.00
Sub Total	22	\$2,827,388.00	\$28,520.00
<u>RESIDENTIAL</u>			
New	2	\$399,124.00	\$4,230.00
Add/Alter	22	\$428,278.00	\$6,450.00
Garage/Acc. Structure	1	\$700.00	\$35.00
Repair	1	\$12,000.00	\$235.00
Sub Total	26	\$840,102.00	\$10,950.00
<u>TOWN HOUSE/CONDO</u>			
New	8	\$737,232.00	\$8,360.00
Add/Alter	4	\$17,600.00	\$400.00
Sub Total	12	\$754,832.00	\$8,760.00
<u>MISCELLANEOUS</u>			
Signs	22	\$0.00	\$2,075.00
Fences	5	\$0.00	\$75.00
Sub Total	27	\$0.00	\$2,150.00
TOTAL	92	\$4,612,004.00	\$52,765.00

PERMITS ISSUED DURING THE MONTH OF MARCH 2010

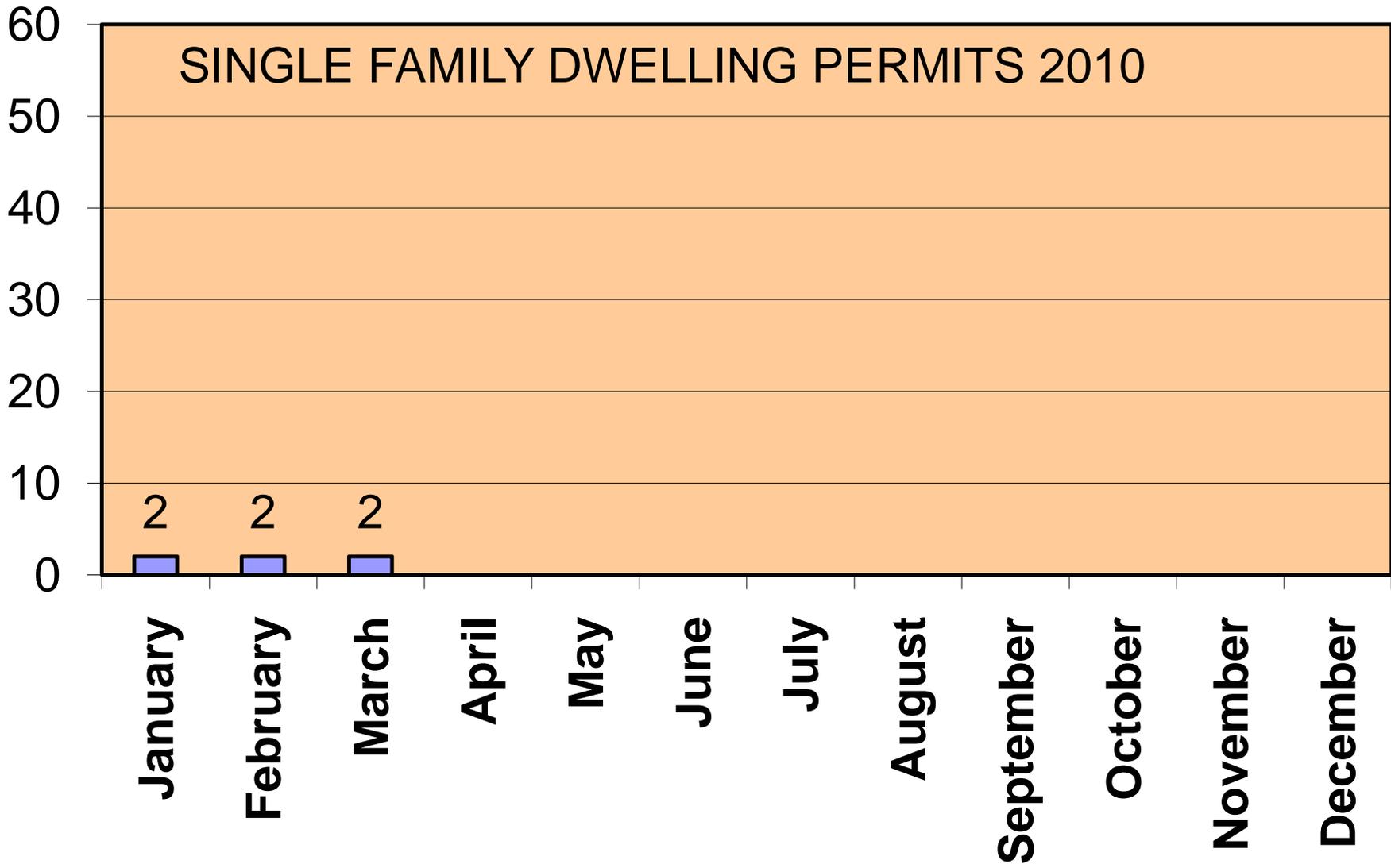
	NO.	PERMIT FEE
Mul. Dwel. Insp.	175	\$3,500.00
Cert. of Occupancy	33	\$2,141.00
Plan Review	74	\$4,708.00
Microfilm	21	\$194.00
Building Permits	92	\$52,765.00
Electrical Permits	115	\$5,580.00
Mechanical Permits	94	\$6,060.00
Plumbing Permits	70	\$5,232.00
Storm Sewer Permits	2	\$64.00
Sanitary Sewer Permits	7	\$201.00
Sewer Taps	7	\$1,574.00
TOTAL	690	\$82,019.00

LICENSES & REGISTRATIONS ISSUED DURING THE MONTH OF MARCH 2010

	NO.	LICENSE FEE
Mech. Contr.-Reg.	18	\$90.00
Elec. Contr.-Reg.	31	\$465.00
Master Plmb.-Reg.	6	\$30.00
Sign Inst. - Reg.	3	\$30.00
E. Sign Contr-Reg.	4	\$60.00
Bldg. Contr.-Reg.	12	\$120.00
F.Alarm Contr.-Reg.	3	\$45.00
TOTAL	77	\$840.00

BUILDING PERMITS ISSUED

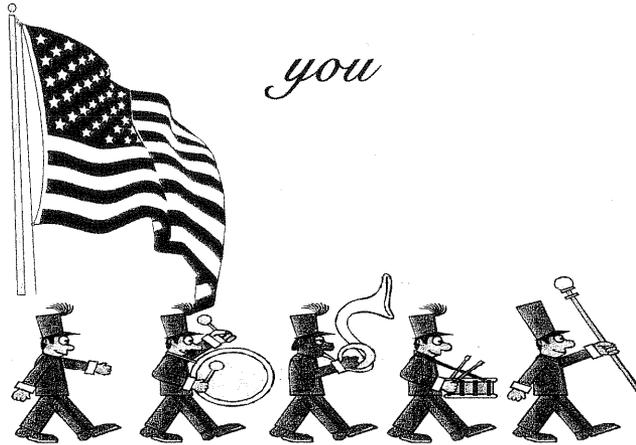
	<u>BUILDING PERMITS 2009</u>	<u>PERMIT VALUATION 2009</u>	<u>BUILDING PERMITS 2010</u>	<u>PERMIT VALUATION 2010</u>
JANUARY	66	\$5,215,813.00	49	\$2,919,092.00
FEBRUARY	39	\$2,463,134.00	72	\$5,986,270.00
MARCH	76	\$3,344,007.00	92	\$4,612,004.00
APRIL	95	\$3,005,226.00	0	\$0.00
MAY	122	\$1,679,112.00	0	\$0.00
JUNE	148	\$2,708,849.00	0	\$0.00
JULY	106	\$4,158,316.00	0	\$0.00
AUGUST	117	\$3,212,653.00	0	\$0.00
SEPTEMBER	113	\$3,557,220.00	0	\$0.00
OCTOBER	110	\$6,598,673.00	0	\$0.00
NOVEMBER	88	\$6,096,477.00	0	\$0.00
DECEMBER	80	\$3,346,191.00	0	\$0.00
TOTAL	1160	\$45,385,671.00	213	\$13,517,366.00



BRIEF BREAKDOWN OF NON-RESIDENTIAL BUILDING PERMITS
ISSUED DURING THE MONTH OF MARCH 2010

Type of Construction	Builder or Company	Address of Job	Valuation
Commercial, Add/Alter	HIRSCH CONSTRUCTION CORP	2801 W BIG BEAVER C-155	200,000
Commercial, Add/Alter	SELECTIVE CONSTRUCTION	2520 LIVERNOIS	169,638
Commercial, Add/Alter	SLAVIK BUILDING & DEVELOPMENT	800 STEPHENSON 250	104,000
Total Commercial, Add/Alter			473,638
Commercial, Completion New	REWOLD, FRANK & SON	85 E BIG BEAVER	1,650,000
Total Commercial, Completion New			1,650,000
Records 5		Total Valuation:	2,123,638

*Thank
you*



A BIG 'THANK YOU'
to the POLICE who
responded to the fire
at American House
Saturday -

Kathryn Brodt
Resident

CITY MANAGER
DIVISION COMMANDERS
BULLETIN BOARD

RECEIVED



APR 06 2010

OAKLAND COUNTY COMMUNITY MENTAL HEALTH AUTHORITY

Mental Health Month - May, 2010

**CITY OF TROY
CITY MANAGER'S OFFICE**

- WHEREAS, mental health is critical for our individual well-being and vitality as well as that of our families, communities and businesses; and
- WHEREAS, one in four (25%) of all Americans experience a mental health illness that requires treatment at some point in their lives; and
- WHEREAS, one in 10 children has a serious mental illness that, if untreated, can lead to school failure, physical illness, substance use, jail and even suicide; and
- WHEREAS, May 6th has been designated the National Children's Mental Health Awareness Day; and
- WHEREAS, stigma and stereotypes associated with mental illnesses often keeps those living with such an illness from seeking treatment that could improve their quality of life and help them manage the illness effectively; and
- WHEREAS, mental illness is a biologically based brain disorder that cannot be overcome through "will power" and is not related to a defect in a person's "character" or intelligence; and
- WHEREAS, the National Institute of Mental Health reports that mental disorders are the leading cause of disability in the United States and Canada for ages 15-44; and
- WHEREAS, mental health recovery is a journey of healing and transformation enabling a person with a mental illness to live a meaningful life in a community of his or her choice while striving to achieve his or her full potential; and
- WHEREAS, mental health recovery not only benefits individuals with mental health disabilities by focusing on their abilities to live, work, learn and fully participate in our society, but also enriches the texture of our community life; and
- WHEREAS, the Oakland County Community Mental Health Authority has established and is committed to empowering the individuals we serve to live full self-determined lives, embracing recovery, resilience responsibility and independence.

NOW, THEREFORE, BE IT RESOLVED that, Oakland County Community Mental Health Authority, hereby recognizes May 2010 as Mental Health Month. OCCMHA calls upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our state to increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illnesses to promote recovery.

RECEIVED

APR 12 2010

CITY OF TROY
CITY MANAGER'S OFFICE

VILLAGE OF BEVERLY HILLS

RESOLUTION CALLING ON REPRESENTATIVES IN LANSING AND WASHINGTON TO TAKE ALL POSSIBLE ACTIONS TO PROTECT STATE AND FEDERAL FUNDING FOR MICHIGAN ROADS AND BRIDGES

- WHEREAS,** a safe and properly maintained transportation system, with adequate traffic capacity, is necessary to support the economy of our community, county and state, and
- WHEREAS,** an inferior, crumbling and congested transportation system will inevitably lead to disinvestment in our community, county and state, and
- WHEREAS,** revenues from the two primary sources of transportation system funding in Michigan, gasoline tax and vehicle registration fees, have fallen in recent years and are no longer adequate to cover the costs of maintaining Michigan's roads and bridges, and
- WHEREAS,** as a result of these declining revenues, the State of Michigan is unable to adequately fund road and bridge repairs and maintenance, resulting in a rapidly deteriorating transportation infrastructure, and
- WHEREAS,** as a further result of these declining revenues, the State of Michigan is in serious jeopardy of losing federal funds as a result of being unable to provide required matching funds, and
- WHEREAS,** delaying needed maintenance, repairs and safety enhancements to Michigan's roads and bridges results in higher future costs to the taxpayers of Michigan.

NOW THEREFORE BE IT RESOLVED, that the Beverly Hills Village Council calls on our representatives in Lansing and Washington to take all possible actions to protect state and federal funding for Michigan roads and bridges.

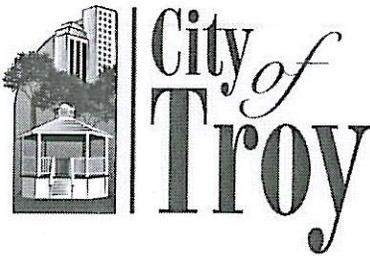
BE IT FURTHER RESOLVED, that the Village Clerk is hereby directed to forward a copy of this resolution to State Representative Chuck Moss, State Senator John Pappageorge, Representative Gary Peters, Senators Levin & Stabenow, the Oakland County Board of Commissioners, neighboring communities and the Michigan Municipal League.

Todd J. Stearn, Council President

CERTIFICATION

I, Ellen E. Marshall, Clerk of the Village of Beverly Hills, Oakland County, Michigan, do hereby certify and declare that the above is a true and correct copy of a resolution that was adopted by the Village Council at a regular meeting held on Tuesday, April 6, 2010.

Ellen E. Marshall
Village Clerk



CITY COUNCIL REPORT

April 15, 2010

TO: John Szerlag, City Manager

FROM: Mark Miller, Acting Assistant City Manager/Economic Development Services *MM*
Steven J. Vandette, City Engineer *SJV*

SUBJECT: Tri-Party Program – Oakland County Board of Commissioners Resolution #10045 Amending Miscellaneous Resolution #09221

Resolution #10045 has removed the requirement of Resolution #09221 that Tri-Party project funding requests go before the Oakland County Board of Commissioners as this was deemed redundant.

Funds will be released by the County after the Commissioner representing Troy submits to the Board of Commissioners Finance Committee a resolution authorizing the County's 1/3 share of the project. The resolution shall also be approved by the Finance Committee and the full Board before any County funds are released.

The foregoing procedure is consistent with the protocol that was in place prior to the passage of Resolution #09221.



Ruth Johnson
Oakland County Clerk/Register of Deeds
www.oakgov.com/clerkrod

April 6, 2010

To Whom It May Concern:

Enclosed please find a certified copy of Miscellaneous Resolution #10045 – Board of Commissioners – TRI PARTY ROAD IMPROVEMENT PROGRAM – AMENDMENT TO MISCELLANEOUS RESOLUTION #09221 AND COMMITTEE PROCESS was adopted by the Oakland County Board of Commissioners on March 25, 2010.

As the County Clerk/Register, I have been instructed to provide you with a certified copy of this adopted resolution. Please forward Miscellaneous Resolution #10045 to the appropriate person(s). Thank you for your cooperation.

Sincerely,

Ruth Johnson
Clerk/Register of Deeds
County of Oakland

Enclosure (1)

Administrative Offices
1200 N Telegraph, Dept 415
Pontiac MI 48341-0415
(248) 858-0560
clerk@oakgov.com

Elections Division
1200 N Telegraph, Dept 417
Pontiac MI 48341-0417
(248) 858-0564
elections@oakgov.com

Legal & Vital Records
1200 N Telegraph, Dept 413
Pontiac MI 48341-0413
(248) 858-0581
clerklegal@oakgov.com

Register of Deeds Office
1200 N Telegraph, Dept 480
Pontiac MI 48341-0480
(248) 858-0605
deeds@oakgov.com

REPORT (MISC. #10045)

December 9, 2009

BY: GENERAL GOVERNMENT COMMITTEE – Christine Long, Chairperson

RE: MR #10045 – BOARD OF COMMISSIONERS – TRI-PARTY ROAD IMPROVEMENT PROGRAM – AMENDMENT TO MISCELLANEOUS RESOLUTION #09221 AND COMMITTEE PROCESS

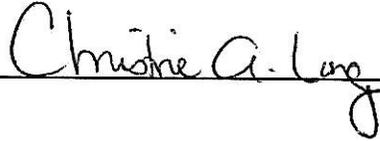
To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

The General Government Committee, having considered the above titled resolution on March 15, 2010, hereby recommends that the resolution be adopted.

Chairperson, on behalf of the General Government Committee, I move the acceptance of the foregoing report.

GENERAL GOVERNMENT COMMITTEE



GENERAL GOVERNMENT COMMITTEE

Motion carried on a roll call vote with Schwartz voting no.

RECEIVED

APR 12 2010

**CITY OF TROY
CITY MANAGER'S OFFICE**

Miscellaneous Resolution #10045

BY: Commissioner Michael J. Gingell

RE: **Board of Commissioners – Tri-Party Road Improvement Program – Amendment to Miscellaneous Resolution #09221 and Committee Process**

TO: Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS the Oakland County Board of Commissioners adopted Miscellaneous Resolution #09221 which established the revised “Tri-Party Road Improvement Program – Funding and Project Approval Process; and

WHEREAS Miscellaneous Resolution #09221 provides that any discretionary Oakland County appropriation in support of the Tri-Party Road Improvement Program shall be distributed only from the designated General Fund Tri-Party Program fund balance and may be made only after completion of all of the following:

1. The Road Commission for Oakland County (RCOC) and an individual city, village, or township (CVT) have identified a specific project and said project is ready to be undertaken immediately; and
2. The RCOC has appropriated its 1/3 share of the funding for the project and transferred said appropriation to a specific project account; and
3. The CVT has authorized its 1/3 share of the funding for the project and has executed a written contract for payment with the RCOC; and
4. The Commissioner(s) representing the CVT requesting the project submits to the Board of Commissioners General Government Committee and Finance Committee a resolution authorizing the appropriation of the County’s 1/3 share of the project from the General Fund Designated Fund Balance for Tri-Party Program. The resolution shall be approved by both Committees and the full Board before any funds may be released from the Tri-Party Program designation account; and

WHEREAS the full Board of Commissioners acts to adopt the annual budget, including the designations for the Tri-Party Program, therefore it is only necessary for resolutions to come before the Finance Committee and the Board of Commissioners to authorize the appropriation of the County’s 1/3 share of the project from the General Fund Designated Fund Balance for Tri-Party Program; and

WHEREAS the language in Miscellaneous Resolution #09221, which references Tri-Party authorizations for individual communities to go before the General Government Committee are redundant and should be stricken from the process to release funds from the Tri-Party Program designation account.

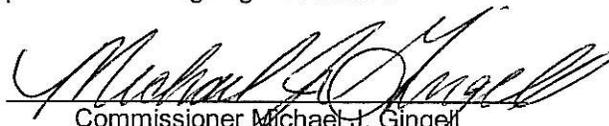
NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners hereby amends Miscellaneous Resolution #09221 and the Tri-Party Road Improvement Program authorization process to remove any references that require authorization of funding for individual projects to go before the General Government Committee.

BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners amends the 5th Be It Further Resolve Paragraph of Miscellaneous Resolution #09221 to state as follows:

4. The Commissioner(s) representing the CVT requesting the project submits to the Board of Commissioners Finance Committee a resolution authorizing the appropriation of the County’s 1/3 share of the project from the General Fund Designated Fund Balance for Tri-Party Program. The resolution shall be approved by the Finance Committee and the full Board before any funds may be released from the Tri-Party Program designation account; and

BE IT FURTHER RESOLVED that the Oakland County Clerk is requested to forward copies of this adopted resolution to the Road Commission for Oakland County, Oakland County Fiscal Services and the Clerks of the cities, villages and townships in Oakland County.

Chairperson, we move the adoption of the foregoing Resolution.


Commissioner Michael J. Gingell
District # 3

Shelley S. Taeb

Commissioner
District # 16

[Signature]

Commissioner
District # 1

[Signature]

Commissioner
District # 13

Christie Along

Commissioner
District # 7

[Signature]

Commissioner
District #

Bill Bullard

Commissioner
District #

[Signature]

Commissioner
District #

[Signature]

Commissioner
District #

Thomas F. Mudd

Commissioner
District # 4

[Signature]

Commissioner
District # 5

Sue Ann Douglas

Commissioner
District # 12

[Signature]

Commissioner
District # 7

Mollie Hatchell

Commissioner
District # 10

Commissioner
District #

Resolution #10045

March 3, 2010

The Chairperson referred the resolution to the General Government Committee. There were no objections.

Moved by Long supported by Gingell the resolution be adopted.

Moved by Long supported by Gingell the General Government Committee Report be accepted.

A sufficient majority having voted in favor, the report was accepted.

Discussion followed.

Moved by Greimel supported by Schwartz the resolution be amended as follows:

Add the Following Paragraphs:

BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners hereby adopts a policy of appropriating its share of Tri-Party Road Improvement Program funding only to the repair, repaving, and resurfacing of roads and to the limited reconfiguration of roads for safety purposes.

BE IT FURTHER RESOLVED that this new policy of the Oakland County Board of Commissioners expressly prohibits the use of its share of Tri-Party Road Improvement Program dollars to be used for: (a) the widening of roads by adding through lanes in both directions; (b) the extension of roads into areas where the roads did not previously go; and/or (c) the construction of entirely new roads.

BE IT FURTHER RESOLVED that this new policy will continue to permit the use of Tri-Party Road Improvement Program dollars for the construction of middle turn lanes, right turn lanes, and left turn lanes (even if doing so means that a road will be expanded from two lanes to three lanes or from four lanes to five lanes), will continue to permit the use of Tri-Party Road Improvement Program dollars for the construction of boulevards, so long as such projects do not involve the construction of additional through lanes, and will continue to permit the use of Tri-Party Road Improvement Program dollars for the paving of gravel roads so long as such newly paved roads are only two lanes or three lanes (two lanes with a middle turn lane).

BE IT FURTHER RESOLVED that the restrictions on the use of the Tri-Party Road Improvement Program Funds provided by the above three paragraphs do not apply to projects for which design work and/or right-of-way acquisition began prior to March 25, 2010.

Chairperson Bill Bullard, Jr. ruled that the amendment was not germane to the resolution.

Commissioner Greimel asked for Corporation Council's opinion regarding the ruling.

Discussion followed.

Chairperson Bill Bullard, Jr. stated that he is maintaining his position that the amendment is not germane to the resolution.

Discussion followed.

Moved by Greimel supported by Schwartz the resolution be amended as follows:

Add the Following Paragraphs:

BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners hereby encourages cities, townships, and villages to only submit requests for Tri-Party Road Improvement Program funding for projects that relate to the repair, repaving, and resurfacing of roads and to the limited reconfiguration of roads for safety purposes.

BE IT FURTHER RESOLVED the Oakland County Board of Commissioners hereby discourages cities, townships, and villages to submit requests for Tri-Party Road Improvement Program funding for projects that will: (a) widen roads by adding through lanes in both directions; (b) extend roads into areas where the roads did not previously go; and/or (c) construct entirely new roads.

BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners continues to encourage cities, townships, and villages to submit requests for Tri-Party Road Improvement Program funding for projects involving the construction of middle turn lanes, right turn lanes, and left turn lanes (even if doing so means that a road will be expanded from two lanes to three lanes or from four lanes to five lanes), the construction of boulevards, so long as such projects do not involve the construction of additional through lanes, and the paving of gravel roads so long as such newly paved roads are only two lanes or three lanes (two lanes with a middle turn lane).

Chairperson Bill Bullard, Jr. ruled that the amendment was not germane to the resolution.

Vote on resolution:

AYES: Gershenson, Gingell, Gosselin, Greimel, Hatchett, Jackson, Jacobsen, Long, McGillivray, Middleton, Nash, Potter, Potts, Runestad, Scott, Taub, Zack, Bullard, Burns, Capello, Coleman, Coulter, Douglas. (23)

NAYS: Schwartz. (1)

A sufficient majority having voted in favor, the resolution was adopted.

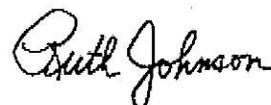


I HEREBY APPROVE THE FOREGOING RESOLUTION
ACTING PURSUANT TO 1973 PA 139

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Ruth Johnson, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on March 25, 2010, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Oakland at Pontiac, Michigan this 25th day of March, 2010.



Ruth Johnson, County Clerk

Troy Youth Assistance Board Meeting

March 18, 2010 - 6 pm

Draft Minutes

Present: Leonette Ciepielowski, Robin Lilly, George Zielinski, Nancy Piotrowski, Dane Lepola, Daniella Youhan, Jeanne Stine, Cindy Stewart, MaryBeth Halushka, Mike Kerr, Ann Comiskey, Brian Goul, Dale Zygnowicz, Karen Wonsowicz.

Call to order: Leonette called the meeting to order at 6:00 p.m. All rose for the Pledge of Allegiance.

Minutes: Jeanne moved to approve the minutes of February 18, 2010. Cindy seconded; so moved.

Treasurer's Report: George Zielinski:

- George presented February Treasurer's Report. Ann moved to approve the report as presented. Cindy seconded; so moved.

Communications:

- Sent some items around
- Leonette circulated greeting card samples to possibly consider for fundraising.
- Circulated ***Stay Out of My Room*** flyers for Troy Community Coalition.
- Received a thank you for donation to Troy Athens HS All Night Party committee.

Caseworker's Report:

CASEWORK- Eleven new referrals (9 boys/2girls) came into TYA- for prevention. The Status Offender program at the County level has been transferred to the local YA caseworkers. Character education speaker, Michelle Borba, will work with Birmingham teachers via BBFA in June. Oakland County Family Ed Advisory Committee is considering to piggyback with BBFA and arrange for the speaker to present to parents, possibly at Athens HS.

Old Business:

- Youth Involvement: ***Welcome Spring*** party for Troy Union students is Friday, March 19 @ Troy Union Elementary School, 3:45-5:45p.m. Twenty-five students (grades 1-5) were invited, sixteen have responded. There will be pizza, ice cream sundaes, cookie decorating. Representatives from Paint Creek Art Center for the Arts will assist the children with two crafts.
- Youth Recognition: Chose plaques. Shared bags. Invitations have gone out. Will have volunteers from Kohl's.
- Membership/Recruitment: Nancy talked about what volunteer Board positions are needed for TYA: Secretary; Fundraising, Youth Involvement, and Camp/Skill-building Chairs are open.

New Business:

- Social Networking: Nancy had difficulty accessing Linked In. It's a professional domain, suggested that she try a g-mail acct. Robin L and Daniella will look at setting up a Facebook account for TYA.
- Will present an election slate (Secretary and Treasurer) to Board members at the April Board of Directors meeting. Election at May meeting.

Committee Reports:

A. Camp/Skill Building: Brian Goul:

- Brian has resigned his position for personal reasons. He will meet with Karen next week to review summer camp procedures.

B. Family Education: Robin L

- Four-week, **Parenting with Boundaries** has been completed. **Teenage Sex at What Cost** will be presented on Monday March 22 at the Police/Fire Training Center. Oakland County Chief Prosecutor, Jessica Cooper, will also present a Power Point presentation on **Sexting**.

C. Fundraising: Vacant

D. Mentors Plus: Bruce Baxter:

- County will sponsor health and fitness workshops for mentors and their mentees.

E. Membership- Nancy Piotrowski

- The newly-formed recruiting team will meet on March 26 to review candidates for open positions on the Board. Nancy distributed list of current volunteer recruits.
- NPN- Nancy distributed flyer for NPN Management Conference on April 22 at Walsh College.

F. Publicity: Cindy Stewart:

- Sent out press release on **Teenage Sex at What Cost** program. Will take photos at **Welcome Spring** party for press release.

G. Youth Involvement:

- See Old Business

H. Youth Recognition:

- See Old Business

School Reports:

- Dane reported that MME testing was recently completed. Troy High held a Sadie Hawkins dance on February 20, participation was down from last year, and a Powder-Puff volleyball game.
- Daniella reported that Athens High charity week netted \$26,725 for MS, Michigan Chapter. Their goal was \$17,000.00. Monies were raised by sponsoring various activities including a dance and a *date* auction.

Community Information From Organization/Agencies Liaisons:

- Brian reported that Parks & Rec summer brochure will be distributed at beginning of May. All programs will be honored.
- Mike Kerr- distributed Camaro raffle flyers on behalf of Troy Community Coalition. He also reported that he sent six cartons of TYA-collected Halloween candy to soldiers in Iraq and in Afghanistan. The chocolate candy was delivered to a shelter for disabled vets.
- Ann shared info about the upcoming TCC program, **Stay Out of My Room**, on Friday March 26 at the Troy Community Center. TCC will sponsor **Spring Break: Troy Style**, April 5-10. Prayer Breakfast will be held on May 7 at St. George's.
- Cindy reported that there will be a blood drive at the Community Center on April 15th. Troy People Concerned will host a pasta dinner on March 27, tickets: \$25/person.
- Jeanne- Troy Fire Fighter Women's Auxiliary is sponsoring a Euchre Party at St. Lucy's on March 19 at a cost of \$27/person.

Adjourned: 7:10 p.m.

Next meeting will be April 15, 2010 @ 6 p.m.

Respectfully Submitted,
Robin Lilly, Secretary

March 29, 2010

Steven Pallotta
Director of Building Operations
City of Troy
500 W BIG BEAVER RD
TROY, MI 48084

RE: Incentive Payment
Consumers Energy Business Solutions Project ID# CE-09-00904
Project Location: 500 W BIG BEAVER RD

Dear Steven Pallotta,

Congratulations! Your incentive check for participating in the Consumers Energy Business Solutions Program is enclosed. As directed, this check in the amount of \$3,800.00 has been issued to City of Troy.

Consumers Energy would like to thank you for doing your part to help reduce energy use in Michigan. Your energy efficiency activities will not only save you energy and money, but also help Michigan's environment.

If you would like additional information on programs that you may be eligible for, or would like information regarding upcoming energy efficiency programs, please contact the Consumers Energy Business Solutions Team at 1-877-607-0737 or e-mail us at ConsumersEnergyBusinessSolutions@kema.com.

Wishing you continued success,

Mindie Graszler
Project Administrator
Consumers Energy Business Solutions
P.O. Box 1040
Okemos, MI 48805

*Please be advised that, at the end of the year, a 1099 Form may be issued to the IRS for cumulative incentives paid during 2010 to your business. You should discuss the tax treatment of these incentives with your tax adviser.

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
THE DETROIT EDISON COMPANY
CASE NO. U-15677-R**

- The Detroit Edison Company proposes to reconcile its power supply cost recovery costs and revenues for the calendar year 2009, if the Michigan Public Service Commission approves its request.
- The information below describes how a person may participate in this case.
- You may call or write The Detroit Edison Company, One Energy Plaza, Detroit, Michigan 48226-1279, (800) 477-4747, for a free copy of its application. Any person may review the application at the offices of The Detroit Edison Company.
- The first public hearing in this matter will be held:

DATE/TIME: May 6, 2010, at 9:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Mark E. Cummins

LOCATION: Michigan Public Service Commission
6545 Mercantile Way, Suite 7
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider the March 31, 2010 application of The Detroit Edison Company (Detroit Edison) to reconcile its power supply cost recovery (PSCR) plan for the 12-month period ending December 31, 2009. Detroit Edison proposes to refund the 2009 overrecovery of \$15,642,519, including interest, to all its PSCR customers and refund its total remaining 2005 PSCR Commercial & Industrial class overrecovery at year-end 2009 of \$125,505, including interest, to all Commercial & Industrial class customers subject to the PSCR.

RECEIVED

APR 12 2010

**CITY OF TROY
CITY MANAGER'S OFFICE**

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets Website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 241-6170 or by e-mail at mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by April 29, 2010. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Detroit Edison's attorney, Jon P. Christinidis, One Energy Plaza, Detroit, Michigan 48226-1279.

Any person wishing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his/her wish to make a statement of position. All information submitted to the Commission in this matter will become public information: available on the Michigan Public Service Commission's Web site, and subject to disclosure.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

A copy of Detroit Edison's request may be reviewed on the Commission's Web site at michigan.gov/mpscedockets, and at the office of The Detroit Edison Company, One Energy Plaza, Detroit, MI. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6170.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in 1982 P.A. 304 proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Energy, Labor & Economic Growth, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.51 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

April 2, 2010



CITY COUNCIL REPORT

Date April 12, 2010

TO: John Szerlag, City Manager

FROM: Tonni L. Bartholomew, City Clerk

SUBJECT: Recent enactment of State Election Law amendment impacting local candidate filing deadline references in the Troy City Charter

Background:

- Governor Granholm recently signed two Senate Bills (SB1094 and SB1095) into law. The Senate Bills amend Michigan Election Law Sections 168.944e and 168.944f which address local candidate filing deadlines. The purpose of the amendments is to standardize city filing deadlines across the State.

Section 168.944e governs filing deadlines for charters that do not have a provision for odd year Primary Elections.

The Election Law amendment supersedes the Troy City Charter Section 7.9, Nominations, filing deadline reference. A notation of the new State Law amendment has been inserted into the City Charter as a reference.

The deadline for individuals to file a candidate nominating petition for odd year General Elections will be at 4:00 p.m. on the twelfth Tuesday before the odd year General Election. The last day to file candidate nominating petitions for Troy Mayor or City Council on the November 8, 2011 Regular Election ballot will be August 16, 2011.

- Revised Charter Section

Section 7.9- Nominations:

The method of nomination of all City elective office candidates for election shall be by petition. Each petition may comprise one or more pages. The petition for each candidate must be signed by not less than sixty registered electors of the City.

Nomination petitions for candidates for elections are to be filed with the Clerk on or before 4 o'clock p.m. of the one hundredth (100th) day preceding the next election. (Superseded by Michigan State Law Act Number 44, Public Acts of 2010, MCL168.644e as follows:

Sec. 644e. Except as provided in Section 642, an officer required to be elected at the odd year general election shall be nominated at the odd year primary election. If a charter provides for nomination by caucus or by filing a petition or affidavit directly for the general election, the candidate filing deadline or certification deadline shall be 4 p.m. on the twelfth Tuesday

before the odd year general election. If a charter provides for the election at the primary of a candidate who receives more than 50% of the votes cast for that office, the candidate filing deadline or certification deadline shall be 4 p.m. on the twelfth Tuesday before the primary.

The Clerk shall, prior to every election, publish notice of the last day permitted for filing nomination petitions and of the number of persons to be elected to each office, at least one week and not more than three weeks before such day.

Financial Considerations:

- No perceived financial consideration is associated with this item.

Legal Considerations:

- No perceived legal consideration is associated with this item.

Policy Considerations:

- No perceived policy consideration is associated with this item.

Options:

- No action required.



April 8, 2010

Honorable Louise E. Schilling
Mayor of Troy
500 W. Big Beaver
Troy, MI 48084

RECEIVED

APR 12 2010

CITY OF TROY
CITY MANAGER'S OFFICE

Dear Mayor Schilling:

The Postal Service is facing the most critical period in its history. With the economic downturn and increased diversion to the Internet, mail volumes have dropped precipitously. Even when the economy recovers, mail volume is not expected to return to previous peak levels.

As a self-supporting government agency that receives no tax dollars for its operating expenses, the Postal Service must rely on the sale of postage and products and services to generate revenue. In the face of unsustainable deficits due to a drastic decline in mail volume and resulting loss of revenue, the Postal Service must seek ways to cut costs and reduce the size of its infrastructure.

The decline in mail volume, advances in mail processing technology, and a decline in retail window transactions has resulted in an excess capacity of workroom floor and retail lobby space. We believe we have developed an innovative solution to address the need to collapse our infrastructure while continuing to provide customers with excellent mail service and convenience access to retail products and services.

It involves putting Post Office buildings up for sale, leasing less space in the building from the buyer, or in a building nearby, for retail lobby operations and relocating carriers to a neighboring Post Office with excess workroom floor capacity. This solution allows us to make optimal use of our Post Office network, reduce operating costs, generate additional revenue to cover operating costs and capital improvements and provide local municipalities with additional property tax revenue.

The Troy, MI Main Post Office located at 2844 Livernois Road is a candidate for this innovative solution. Our plan is to sell this building with the stipulation that we can continue to provide retail counter services in the same building or at a new location nearby. We would lease approximately 6,500 square feet from either the building purchaser or a lessor/owner of another location in the immediate area.

If the sale goes through, nothing will change from our customer's perspective. If we can find a buyer who accepts the conditions for the sale, Troy postal customers will continue to purchase stamps, mail and ship packages or rent Post Office boxes in the same building or at another location close to the current Post Office. We will continue to provide excellent mail delivery to residents and businesses.

If you have any questions concerning our plan to optimize our facilities network please contact Marla J. Larsen-Williams of the Great Lakes Facilities Service Office at 630/295-6289.

Sincerely,

Karen E. Schenck
Karen E. Schenck
District Manager

2351 BELLINGHAM DRIVE
TROY, MI 48083-9998
(248) 524-6700 / FAX (248) 524-6701

VISIT US @ USPS.COM

**SITE DISPOSAL/DEVELOPMENT ANNOUNCEMENT
NOTIFICATION OF UNITED STATES POSTAL SERVICE PROJECT**

TO:

RECEIVED

PROJECT NAME: **TROY, MICHIGAN
MAIN POST OFFICE**

APR 12 2010

See Attached List

CITY OF TROY

PROJECT NUMBER: **J40124**

FINANCE/SUBLOCATION NUMBER: **259380-G01**

PROPOSER FEDERAL AGENCY:
**United States Postal Service
Great Lakes Facilities Service Office
62 Stratford Drive
Bloomington, IL 60117-7000**

CITY MANAGER'S OFFICE

RESERVED FOR CLEARINGHOUSE INTERNAL COMMENT:

TYPE OF ACTION(S):

- New Facility – Postal Owned
- New Facility – Postal Leased
- Acquisition of Land/Building
- Lease of Land/Building(s)
- Disposal/Development of Property
- Use Change
- Lease & Renovate Existing Bldg
- Environmental Issue
- Other (Explain)

DESCRIPTION OF ACTION(S):

The United States Postal Service plans to sell the subject building located at 2844 Livernois Road Troy, MI 48099

As part of this action, the United States Postal Service will retain a retail presence in the community either by leasing back a portion of the subject property at time of sale or relocate to a new location within the immediately area.

ESTIMATED PROJECT SIZE:

Building Size: 30,278 square feet

Site Size: 112,341 square feet

PROJECT SCHEDULE:

Start: 03/10/2010

Estimated Completion Date: 04/30/2012

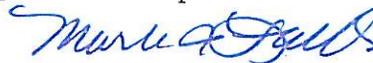
NEXT SCHEDULED PUBLIC ACTION:

Placing property on the market for sale.

RESPONSE DEADLINE TO THE UNITED STATES POSTAL SERVICE IS 60 DAYS.

Deadline Date: June 8, 2010

This notification is sent in accordance with USPS policy to voluntarily comply with the Intergovernmental Cooperation Act of 1968 (31 U.S.C. 6501) which provides for cooperation with federal, state, local and area planning agencies in the development of facilities.



Marla J. Larsen-Williams, Real Estate Specialist
Great Lakes Facilities Service Office
62 Stratford Drive, Bloomington, IL 60117-7000
Telephone: 630/295-6289
Email: marla.j.larsen-williams@usps.gov

Date: April 9, 2010

DISTRIBUTION LIST

Single Point of Contact	Richard Pfaff Southeast Council of Governments 535 Griswold, #300 Detroit, MI 48226-3602 Telephone: 313/961-4266
General Services Administration	Erica Bradbury, GSA Great Lakes Region (R5) 3324 230 S. Dearborn Street Chicago, IL 60604 Telephone: 312/886-7876 E-mail: erica.bradbury@gsa.gov
State Historical Preservation Officer	State Historic Preservation Officer Department of History, Arts and Libraries P.O. Box 30740, 702 W. Kalamazoo Street Lansing, MI 48909-8240 Telephone: 517/373-1630
Mayor	Mayor Louise E Schilling City of Troy 500 W Big Beaver Troy, MI 48084

UNITED STATES POSTAL SERVICE

District Manager, Southeast Michigan District	Karen E. Schenck, District Manager 320 Martin Street Birmingham, MI 48009-9000 Telephone: 248/594-4100
Manager Post Office Operations	Gabe Viviano 2351 Bellingham Drive Troy, MI 48083 Telephone: 248/524-6706
Postmaster	Richard Gauthier 2844 Livernois Road Troy, MI 48099
Great Lakes Area, Corporate Relations	James Mruk, Manager - Corporate Relations Center Telephone: 630/539-6565 Timothy Ratliff – Corporate Communications Telephone: 630/539-6555 244 Knollwood Drive, 4 th Floor Bloomington, IL 60117-9641
Government Relations	Sheila Meyers, Manager 475 L'Enfant Plaza, SW – Room 10804 Washington, DC 20260-3500 Telephone: 202/268-2353